

Vended Meals Solicitation & Contract

Elevate School

<https://www.elevateschool.com/>

Date: June 2, 2023

Attention: Top Notch Catering

Elevate School, hereafter referred to as SFA is seeking a responsible vendor to provide vended meals to one campus operating the USDA Child Nutrition Programs in San Diego, CA.

Deadline:

Please reply to Karen Montesdeoca no later than June 5, 2023, by sending an email to kmontesdeoca@elevateschool.com with your price quote.

Goods/Services Requested:

The SFA anticipates purchasing the following items in the estimated quantities, however, the following list is only an estimate, is subject to change, and is not a commitment to purchase. The SFA operates the National School Lunch Program and School Breakfast Program.

Meals must meet all state and federal requirements of the NSLP and SBP. Meals must be individually packaged to comply with the service limitations of the satellite kitchen facility at Elevate School. The vendor must be flexible to provide meals for a variety of service models. At least two entrée options must be provided each day, including a daily vegetarian option. The vendor must cook and prepare meals from fresh, whole, and raw ingredients using scratch-cooking or speed-scratch strategies. Meals must be prepared fresh daily in a satellite facility and delivered ready to eat. The school will not cook or reheat meals on site but is capable of keeping food hot or cold until service. Prices per meal must include delivery and fuel charges, and paper goods/supplies. Paper goods/supplies must not include styrofoam and should include the use of environmentally sustainable packaging where possible.

Meal Type	Estimated Meals/Day
Breakfasts	50/day
Lunches	220/day

Afterschool Snacks	
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Please provide pricing information for the following items:

USDA-compliant meals and snacks with all required food components for grades K-8

Meal Type	Pricing
Breakfasts	\$2.45
Lunches	\$3.75
Afterschool Snacks	\$1.01

The foods and beverages provided by the vendor must comply with the federal USDA School Nutrition Program guidelines. Appropriate documentation must be maintained by the vendor, and provided upon request, including but not limited to food safety records, nutrition facts labels, Child Nutrition Labels, product formulation statements, ingredient labels, and other items required to demonstrate compliance with the meal pattern and food safety regulations. Special dietary accommodations and fluid milk substitutions must be provided when requested by a family for medical reasons. The vendor shall provide complete menu production records and/or transport records on a daily basis to accompany all meals and document the appropriate portion sizes, ingredients, food items, meal components, and the time/temperatures of foods actually delivered each day. Ready-to-eat hot meals must be delivered with breakfast items for the next day included in the delivery. Breakfast items are to be stored overnight in the refrigerator and must be able to be warmed prior to service the next day (but not cooked). Daily delivery is expected.

The school follows the HHFKA K-8 meal pattern with offer vs serve in place. The school has a satellite facility with very limited equipment. The school provides refrigeration, warming equipment for hot and cold foods that are served on-site, and a handwashing station. The vendor must provide equipment for transporting food items at the appropriate temperature.

Breakfast and lunch orders will be provided 48 hours before delivery day. Order total will be available through Titan School Solutions or via email.

The vendor shall notify the SFA in advance whenever there is a product or ingredient change, and provide nutrition facts labels, ingredient statements, and product specification sheets/CN labels where applicable.

Delivery:

- Delivery must include off-loading and inside delivery.
- Cold/frozen items must be placed in the freezer/refrigerator by the delivery person.

- Hot foods must be placed in the warming unit by the delivery person.
- Delivery must be made between the hours of 9:30 - 10:30 am on all school days (and occasional non-student days when returning from break).
- Deliveries must be made to Elevate School at the Serra Mesa Campus, 2285 Murray Ridge Rd, San Diego, CA 92123. Tierrasanta Campus, 5606 Antigua Blvd. Ste. B4, San Diego, CA 92124. Elevate Middle, 8404 Phyllis Pl. San Diego, CA 92123.

Evaluation Criteria

- The lowest-priced responsive and responsible vendor shall be awarded the contract.
- The SFA defines responsive as the respondent conforming to all of the stated terms and conditions herein and defines responsible as the respondent is capable of performing successfully under the terms and conditions of the resulting contract.
- The SFA reserves the right to reject any and all bids or any portion or combination therein; to work with whomever and in whatever manner the SFA decides; and to abandon the procurement process entirely. Errors in price computations do not relieve respondents from offering the goods and services at the quoted price. The veracity of prices submitted is the sole responsibility of the bidder.

Pricing:

- Firm, fixed pricing must be specified.

Billing and Invoicing:

- Invoices must be accurate and provided by the vendor by the 5th of the month following the delivery of items.
- Invoices must follow net 30 payment terms.

Buy American:

The vendor must comply with the Buy American Provision, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21, 220.16). All creditable food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions:

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality,
2. Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

The successful vendor must document and inform the SFA of exceptions to the Buy American Provision requirement prior to delivery of each and every non-domestic agricultural commodity or product.

The documented exception must include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products that the vendor offered and the reason they were not substituted for the nondomestic item.
- A synopsis of what third-party analysis was done by the vendor to determine cost and availability.
- Documentation by the vendor outlining the price of both domestic and non-domestic commodities or products or lack of availability to justify the exception.
- The dates that:
 - The vendor informed the SFA of the nondomestic commodity or product,
 - The SFA agreed to accept this food item in advance of delivery, and
 - The date the commodity or product was received by the SFA.

Additional Terms and Conditions

- The initial contract period shall be July 1, 2023 - June 30, 2024, with the option to renew the contract for up to four additional one year periods upon mutual agreement of the SFA and the vendor. Renewal shall be based on customer satisfaction with products, services, and prices.
- Annual Price Increase: Changes in per-meal price may be considered by the Sponsor at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such an increase. The Sponsor reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the Agreement renewal period. The Consumer Price Index (CPI) to be used will be the CPI-U-All Urban Consumers: US City Average Food Away From Home.
- The vendor that is awarded the contract must submit a completed Debarment and Suspension Certificate. If the contract is valued at or above \$100,000, a Disclosure of Lobbying Activities must also be provided.
- The vendor that is awarded the contract must submit a completed Prohibition of Poultry Products Imported from the People’s Republic of China Vendor Certification Form.
- The vendor that is awarded the contract must maintain all required food safety and sanitation practices as required by law, health permits, health inspections, and an updated HACCP Plan.
- The vendor that is awarded the contract must provide proof of liability insurance in the amount of \$2 million.
- The SFA reserves the right to terminate the resulting contract for cause and convenience. The rights of termination referred to in this solicitation 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.
- Either party may be excused from performance when satisfactory evidence of force majeure is presented to the other party, provided that the non-performance is not due to the fault or negligence of the party not performing.

- The vendor is required to grant access to duly authorized representatives of the School Food Authority, the State Department of Education, United States Department of Agriculture, or Comptroller General to any books, documents, paper, and records that are directly pertinent to the contract. Bidder is required to retain all required records for three years after final payment and all other pending matters (audits) for this contract are closed.
- The vendor will be responsible for charges incurred by the SFA due to the vendor’s failure to perform according to contract procedures for delivery, including overtime pay for school employees required to work outside designated delivery times and days to receive orders.
- The vendor will be responsible for reimbursing the SFA for any meals served to students that did not meet USDA reimbursable meal standards due to the vendor’s failure to deliver products ordered by the District according to contract procedures or to provide an acceptable substitute product.
- The vendor shall be responsible for complying with all local, state, and federal laws, including applicable sections of the education code, food code, occupational safety, and health codes.
- To the fullest extent permitted by law, the vendor agrees to indemnify, defend, and hold the SFA entirely harmless from all liability arising out of workers’ compensation acts, any loss, injury to, or death of persons or damage to property, and any and all claims, actions, suits, or other proceedings relating to work under this contract

Agreement

The parties listed agree to this contract, as evidenced by their signatures below.

Vendor: TopN Catering LLC _____

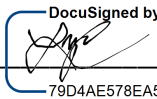
SFA: _____

Name: lynley connor _____

Name: _____

Title: CEO _____

Title: _____

Signature:  _____

Signature: _____

Date: 6/8/2023 _____

Date: _____

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at

(800) 877 - 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD - 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632 - 9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250 - 9410;
- (2) fax: (202) 690 - 7442; or
- (3) email: program.intake@usda.gov.

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