

Request for Proposals
Vended Meal Service
RFP# SMS05102022



Sunrise Middle School

1149 E. Julian St.
San Jose, CA 95116

Bid Due: June 8th, 2022, at 2:00 PM PDT

Contact for Questions:
Ryan Gomes
ryan@schoolfoodsolutions.org

Sunrise Middle School (hereinafter referred to as the School Food Authority or SFA) is requesting proposals for Vended Meal Service for the 2022-23 school year from qualified School Food Service Companies (Vendor).

There will be a non-mandatory pre-proposal meeting hosted online on Friday, May 27th, 2022 at 1:00 pm PDT. Email ryan@schoolfoodsolutions.org to RSVP and receive log-in and dial-in numbers.

RESPONSE DATE AND DELIVERY

The SFA will accept all bids received on or before June 8, 2022, at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) labeled, signed original, and one (1) electric copy of the proposal should be submitted.

Written proposals must be submitted in a sealed envelope labeled:

1. Please note: The bid delivery address is not the school's address.

Proposal For Vended Meals SMS05102022
Ryan Gomes
School Food Solutions
808 E Meadow Ave
Pinole CA, 94564

2. Electronic copies should be submitted via email before the deadline to:
 - a. arlene@sunrisemiddle.org **and** ryan@schoolfoodsolutions.org

PURPOSE

This solicitation is to secure a contract for the operation of a vended food service program providing meals to the School Food Authority for school year 2022-23, with the option, by mutual-agreement, for four (4) one-year extensions.

Respondents should not construe from this legal notice that the SFA intends to enter 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 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.

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SCOPE OF WORK

The Vendor will supply pre-packaged breakfast and lunch to the SFA that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP), School Breakfast Program (SBP). 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 in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide meals that satisfy the following options:
 - i. SBP Breakfast: Provide at least one (1) daily option.
 - ii. NSLP Lunch: Provide two (2) lunch options daily, one (1) hot and one (1) cold, including one (1) vegetarian option.
 - iii. Snack: Provide one (1) option *
 - iv. SSO Breakfast and Lunch: Provide one (1) option to be consumed offsite**

** SFA would like the option to provide SSO meals during the 22/23 school year if the USDA waiver are extended.
- c. Vendor shall deliver meals to location(s) at times specified by SFA.
- d. A video tour of the facility is listed in Attachment N.
- e. Vendor shall provide all required equipment to cool, heat, hold, and serve the food that is not currently owned by the SFA as listed in Attachment N. The cost of all required equipment must be included in the per meal price.
- f. Vendor is expected to follow all regulations of the NSLP in accordance with USDA and CDE guidelines.
 - i. Daily meal production records and temperature logs (departure and arrival) are to be recorded and delivered to the site in an organized manner.
 - ii. All meals are to follow the USDA meal pattern for the ages served at each site.
 - iii. Vendor holds the necessary Food Handlers/Manager Licenses and will provide if requested.
- g. Vendor will provide the necessary utensils, napkins, and trays in sufficient quantity for the number of meals ordered.
- h. Vendor shall be responsible for the condition and care of meals until they are delivered to the school.
- i. 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.

- j. Vendor shall provide to SFA monthly menus detailing the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
- k. 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.
- l. 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.
- m. 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.
- n. Drivers shall:
 - i. Place cold food directly in the refrigerator upon delivery.
 - ii. Provide field trip lunches as requested a day early (as requested) and place in school refrigerator.

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. The Vendor shall provide all equipment to store, hold, heat, cool, and serve all meal required in addition to the equipment listed in Attachment N. This shall be included in the per meal price.

- b. 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.
- c. 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.
- d. 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 165°F.
- b. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- c. All other meal components should be sealed or unitized for safe handling
- d. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- e. Meals shall be delivered with the following items: condiments, napkins, single service ware, serving utensils, and trays. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

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

- a. The Vendor shall provide a delivery transportation records slip with the date, and the number of meals delivered. The driver will fill out: time leaving the facility, temperature leaving the facility, time upon arrival at school, temperature upon arrival at school, and execute with a signature. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- b. Meals must be delivered in closed-top, sanitary vehicles.
- c. 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.
- d. 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.

- e. 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.
- f. The SFA will not pay for deliveries made later than the regularly scheduled lunch periods as listed on **Attachment N**, or as otherwise stated in this Contract.
- 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 155°F or above.
- h. Vendor will present SFA with their proposed service and delivery model. Please provide per-unit meal costs in **Attachment E**.

PROPOSAL SUBMISSION AND AWARD

The SFA will accept all bids received on or before June 8, 2022 at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) labeled, signed original, and one (1) electric copy of the proposal should be submitted. Written proposals must be submitted in a sealed envelope labeled and the SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.

Award shall be made to the qualified and responsible Vendor whose proposal is deemed in the best interest of the School by the evaluation process. Vendor 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 Vendor prior to the signing of a contract.

CONTRACT TERMS

This contract shall begin **July 1st, 2022** and ending **June 30th, 2023** with up to four (4) one- year renewals with mutual-agreement between the SFA and the Vendor.

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 Vendor will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting scheduled for Friday, May 27th, 2022 at 1:00 PM hosted online via Zoom call. Vendors should RSVP to **Ryan Gomes (ryan@schoolfoodsolutions.org)** prior to the call to receive the virtual meeting log-in and password.

QUESTION AND ANSWER

All questions shall be submitted to **Ryan Gomes (ryan@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.

RFP TIMELINE

| | |
|------------------------------|---|
| RFP Publication | Tuesday, May 10 th , 2022 |
| Pre-Bid Zoom Meeting | Friday May 27th, 2022 at 1:00 pm PDT |
| Questions due to SFA | Friday, May 27th, 2022 at 6:00 pm PDT |
| Proposals Due/Bid Opening | Wednesday, June 8 th , 2022 at 2:00 pm PDT |
| Intent to Award Notification | Monday, June 20th 2022 |
| Contract Begins | July 1 st 2022 |

The SFA reserves the right to issue any necessary addendum(s) to this RFP. Interested parties will be informed of all addenda via email.

Send all questions to Ryan Gomes at ryan@schoolfoodsolutions.org

EVALUATION CRITERIA

Detailed information, including minimum standards and evidence/documentation requirements may be found on **Attachment L**.

| Criteria | Points |
|--------------------------|---------------|
| Financial Stability | 10 |
| Vended Meal Capabilities | 25 |
| K-12 Experience in NSLP | 10 |
| References | 10 |
| Healthy Food Standards | 15 |
| Cost | 30 |
| Total | 100 |

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:

| <u>Section</u> | <u>Title</u> |
|----------------|---------------------------------------|
| 1. | Cover Letter |
| 2. | Table of Contents |
| 3. | Attachments Checklist (Attachment A) |
| 4. | Minimum Qualifications (Attachment B) |
| 5. | Proposal Questionnaire (Attachment C) |
| 6. | Respondent References (Attachment D) |
| 7. | Fee Proposal (Attachment E) |
| 8. | Certifications (Attachment F-I) |
| 9. | Sample Menu (Attachment J-K) |
| 10. | Buy American Provision (Attachment M) |

1. 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.

2. Table of Contents

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

3. Attachments 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.

4. Minimum Qualifications

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

5. Proposal Questionnaire

The Proposal Questionnaire (Attachment C) 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.

6. Respondent References

Respondents must provide three references on the Respondent References form (Attachment D). 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.

7. Fee Proposal

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

8. Certifications

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

9. Sample Menu

The Respondent must submit a sample menu (Attachment J).

10. Buy American Provision

The Respondent must complete the Buy American Provision Certification (Attachment M) and return them with the proposal package.

Attachment A

Attachments Checklist

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.

| <u>Section</u> | <u>Title</u> |
|----------------|------------------------|
| 1. _____ | Cover Letter |
| 2. _____ | Table of Contents |
| 3. _____ | Attachments Checklist |
| 4. _____ | Minimum Qualifications |
| 5. _____ | Proposal Questionnaire |
| 6. _____ | Respondent References |
| 7. _____ | Fee Proposal |
| 8. _____ | Certifications |
| 9. _____ | Sample Menu |
| 10. _____ | Buy American Provision |

Attachment B

Minimum Qualifications

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

As of January 1st 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 80,000 of 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 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 C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing meals 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 three 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.

| | | |
|--|---------------|----------------------|
| 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 E

Fee Proposal

Cost Per Meal Table Basic Instructions: Provide the cost per meal.

COST PER MEAL

Note: Prices must **not** include values for USDA Foods and must include all meal program equipment.

| MEAL | UNITS¹ | RATE² | TOTAL³ |
|---------------|--|-------------------------|--------------------------|
| Breakfast | 28,000 | \$ | \$ |
| Lunch | 34,000 | \$ | \$ |
| Snack | 15,000 | \$ | \$ |
| SSO Breakfast | 0 | \$ | \$ |
| SSO Lunch | Include pricing if different than NSLP Lunch | \$ | \$ |
| TOTAL | | \$ | \$ |

¹ To be completed by SFA

² All rates to be completed by bidder

³ To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation the bidder shall operate in accordance with all current applicable state and federal regulations.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

Attachment F

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.

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 G

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 b. Material change</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: ()</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 H

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 Vendor shall execute this Certificate of Independent Price Determination.**

Name of Vendor

Name of SFA

- A. By submission of this offer, the offeror (Vendor) 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 Vendor’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

Menu Specifications

Respondent must submit a twenty-one (21) day Breakfast and 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.

Attachment K

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 Vendor to meet these standards listed below. Vendor must be able to document compliance for these standards.

| USDA (min per day) Cups/oz/grams per week | USDA K-5 Standards July 2012 | SFA Standards |
|--|--|--|
| Fruits 2.5 (0.5) | 1) Fresh, frozen without added sugar, canned in juice/light syrup, or dried fruit options 2) No more than half the offerings may be in the form of juice 3) 100% juice only 4) 1/4 cup dried fruit = 1/2 cup fruit 5) Fruit/vegetable separated into two components | 1) Fresh or frozen (no additives). Fruits must be served at every lunch, no canned fruits allowed. 2) No juice can be served at lunch 3) Daily serving reflects variety over the week |
| Vegetables 3.75 (0.75) | 6) Daily serving that reflects variety over the week 7) Fresh, frozen, and canned products <ul style="list-style-type: none"> - Dark green 0.5 - Red/Orange 0.75 - Starch 0.5 - Other 0.5 - Additional Vegetable 1.0 - Legumes 0.5 (can also be credited as meat alternative) | 4) Fresh or frozen (no additives). Vegetables must be served at every lunch, no canned vegetables allowed 5) A daily vegetarian entrée option must be provided if the entree is not vegetarian |
| Grain 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"> - Whole grains pre-serving must be ≥ 8g (IOM) - Must have FDA’s whole grain health claim on packaging - Whole grain must be first in product ingredient list | 6) All grains served must meet both of the following: <ul style="list-style-type: none"> - Whole grains per serving must be ≥ 8gm (IOM) - Whole grain must be first in product ingredient list |
| Meats/Meat Alternates 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> |
| Cheese | No standard | 10) No serving of processed cheese with additives and fillers (e.g. American cheese) |
| Fluid Milk 5 (1) | 14) Allowable options - Fat free (unflavored/flavored) - Low-fat (unflavored) - Fat-free or low-fat (lactose-reduced/lactose-free) 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) Chocolate milk is acceptable |
| Saturated Fat | 16) < 10 percent of total calories 17) No total fat standard | |
| Trans Fat 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 |
| Calories | 20) 550-650 (min-max kcal) | |
| Sodium | 21) Current standard: ≤ 1230 mg 22) 2022-23 standard: ≤ 640 mg | |
| Sugar | No standard | 14) Only products with natural sugar are allowed 15) No foods with High Fructose Corn Syrup in the ingredient list are allowed |
| Cooking Method | No standard | 16) No deep frying 17) Fresh, less processed food preparation methods are encouraged |
| Water | No standard | 18) Provision of water is not required |
| Competitive Foods | No standard | 19) No competitive foods can be sold in the cafeteria or on school premises |

Attachment L
Evaluation Criteria

| Criteria | Minimum Standard | Evidence/Document Requirement | Points |
|---|---|---|---------------|
| Financial Stability | Two years of profitable financial performance | Provide copies of company financial statements for past two years | 10 |
| Vended Meal Capabilities | Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries Vendor should have a no-cost software program that allows SFA to make weekly meal orders efficiently. | Transportation plan, equipment inventory Sample menu ordering included in response. Narrative around meal ordering process. | 25 |
| K-12 Experience in the National School Lunch Program | 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. | 10 |
| References | Vendor must provide at least three customer references. Contract renewal rate preferred | References will be contacted to assess the vendor's history in providing programs through NSLP; customer service, program management. | 10 |
| Healthy Food Standards | Vendor must be able to meet all healthy food standards outline in Attachment K with fresh meals delivered daily | Demonstration of ability to meet minimum requirements as well as, the performance in any taste tests. | 15 |
| Cost | | Price per meal (lunch) clearly articulated in Attachment E | 30 |

Attachment M

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SUNRISE MIDDLE SCHOOL

Buy American Provision (7 CFR, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

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

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The vendor must include all food products bid by the company that do not meet the definition of "domestic".

This document must be included as a part of the bid.

| VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2) | |
|---|--|
| <input type="checkbox"/> | 1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. |
| <input type="checkbox"/> | 2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below. |

| | |
|-------------------|--|
| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM. |
|-------------------|--|

| | |
|--|--|
| | <p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes _____ % U.S. Content. The product is grown in _____</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> |

| | |
|--|--|
| | <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> |

| | |
|--|---|
| | <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit |
|--|---|

Company Name: _____

Signature: _____ Title: _____ Date: _____

SFA Name: _____

Approval: _____ Title: _____ Date: _____

Attachment N

School Site Data

Sites included in this proposal

*Information below is subject to change

| Site Name | Location Address | Grades | Projected Enrollment | Estimated Daily Breakfast | Estimated Daily Lunch | Estimated Daily Snack | First Day of School | Last Day of School | |
|-----------------------|--|---------------|-----------------------------|----------------------------------|------------------------------|------------------------------|---|---------------------------|--|
| Sunrise Middle School | 1149 E. Julian St. San Jose, CA 95116 | 6th-8th | 460 | 8:00 am | 11:00-1:00 pm | 3:30 pm | 9/7/2022 | 6/17/2022 | |
| | | | | | Kitchen Tour Video | | https://www.youtube.com/w | | |

- **Serving times may vary and are not yet finalized**

2022-23 Calendar – To be published as addendum

Attachment O