



SCHOOLS IN ACTION
REQUEST FOR PROPOSAL
VENDED MEALS
#1

DUE DATE: June 24, 2019

3:00pm

INTRODUCTION

Schools in Action (SIA) (hereinafter referred to as the school food authority [SFA]) is requesting proposals for their vended meal service (breakfast and lunch). The program will run from July 1, 2019 – June 30, 2020, with the option to extend up to four years.

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

The 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. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board at its regularly scheduled meeting.

ABOUT SCHOOLS IN ACTION

Schools In Action (SIA) is a full service School Food Authority (SFA) consulting and management firm based in California. We consult and manage food service programs for schools by providing all of the administrative support, training and education so that they may operate food programs safely and in compliance with state and federal regulations.

Schools in Action serves a diverse range of schools from K-12 and with various socio-economic demographics. Schools we represent serve breakfast, lunch, snacks, supper, and/or the fresh fruit and vegetable program. This RFP is for eight schools under the Schools in Action SFA program that are located in the greater Los Angeles area.

GENERAL INFORMATION

SCHOOLS IN ACTION is requesting proposals from qualified vendors for the provision of vended meals to SCHOOLS IN ACTION, at eight Charter School listed in Table A.

The vendor will be contracted to provide breakfast, lunch, and snack in individually portioned meals. The vendor shall base pricing on providing breakfast, lunch, and snack.

SCOPE OF WORK

SIA is seeking an organization that is familiar with the following programs:

- The National School Lunch Program (NSLP)
- School Breakfast Program (SBP)

The ideal food vendor will have the following qualifications:

- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetable with every meal.
- Provide lowfat or nonfat milk with each meal.
- Provide appropriate utensils and napkins as needed for the meals.
- Provide consistent quality control.
- Provide nutrition advocacy.
- Has previous experience working with multiple school sites.
- NSLP compliant meals/snacks (all meals must be eligible for state and federal reimbursement).
- NSLP menu recordkeeping and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting.
- Comply with all state, county and city health and sanitation requirements. LAPCM reserves the right to inspect Vendor's facilities at any time during the contract period.
- Has valid certifications and insurance documents.
- Provide fresh vegetable with every lunch meal.
- Provide fresh fruit with every breakfast, and lunch meal. No canned/frozen fruits.
- No hydrogenated oils.
- No artificial trans fats.
- No more than 30% of calories from total fat, and no more than 10% of calories from saturated fats.
- No deep fried foods.

- No overly processed foods.
- No high fructose corn syrup.
- No artificial preservatives, colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- Meats shall be free of nitrates and nitrites.
- No animal by-products.
- No mechanically separated meats (aka “pink slime”).
- Provide lowfat or nonfat milk with each breakfast, lunch and supper meal.
- No BHA & BHT.
- Whole grains must be offered.
- Provide a daily vegetarian option.
- Use organic and locally produced ingredients whenever possible.
- Participant in USDA Foods Cooperative Program and utilize USDA Foods to the fullest extent based on the needs of the SFA
 - The SFA has historically used the following USDA foods (*please see attached 19-20 commodities survey for more details*):
 - Chicken
 - Beans
 - Yogurt
 - Cheese
 - Turkey
 - Beef
 - Applesauce
 - Potato wedges and fries
 - Various fruits and vegetables

The Vendor must fulfill the following responsibilities in order to serve the schools in the SFA listed in Table A. **NO MORE than one (1) vendor will be awarded for all of the schools in this Table.**

1. Provide “Ready to Eat” meals to the school sites identified below.
 - a. “Ready to Eat” is defined as meals delivered to the school site, at the proper serving temperature and requiring no additional refrigeration or heating.
2. Offer a cold or grab and go breakfast option.
3. For all the school’s listed below that are able and willing to utilize vendor refrigeration and heating equipment for service, it is at the Vendor’s discretion to submit pricing based on service with specific equipment. Since heating on site is not a requirement by the SFA or the school site, neither the SFA nor the school site will expense any money for equipment

or potential electrical work needed. If Vendor would like to propose service heating at an available school site, all costs for any upgrades and equipment should be stated in the bid either in direct up front or per meal amortized costs.

School Site Name	Address	Grades	2019-20 Projected Enrollment	Breakfast ADP	Lunch ADP	Snack ADP	Projected 2019-20 FRL%	Site has space to heat on site
Arts in Action Elementary	5123 Via Corona Los Angeles, CA 900022	K-5	390	240	300	N/A	98%	No
Arts in Action Middle School	1241 S. Soto Street Los Angeles, CA 900023	6-8	190	90	140	N/A	97%	No
Goals Academy	413 W Carl Karcher Way Anaheim, CA 92801	K-6	245	60	160	150	67%	No
Public Policy	1701 Browning Blvd. Los Angeles, CA 90062	6-8	110	80	80	50	98%	No
PAL Academy	1701 Browning Blvd. Los Angeles, CA 90062	9-12	300	100	100	N/A	99%	Yes
Learning By Design	2009 W Martin Luther King Jr. Blvd Los Angeles, CA 90062	K-5	100	60	80	50	81%	Yes
Palmdale Aerospace Academy	3300 E. Palmdale Blvd. Palmdale, CA 93550	6-12	145	N/A	N/A	N/A	96%	Yes
Endeavor College Prep	1263 S. Soto Street Los Angeles, CA 900023	K-8	660	N/A	N/A	N/A	92%	No

VENDOR RESPONSIBILITIES

The Vendor shall be responsible for the following:

- Provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- Provide to SIA no later than one (1) week prior to the end of each month, a monthly menu covering the meals to be served for the following month.
- Provide SIA with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.

- Maintain the proper temperature of the breakfast, lunch, and snack and components until they are delivered.
- Maintain all necessary records on the nutritional components and quantities of the meals served at SIA and make said records available for inspection by State and Federal authorities upon request.
- Provide documentation that they are abiding by the Buy American requirements. [7 CFR, Section 210.21(d)]
- Provide documentation justifying their use of exceptions to the Buy American provision.
- Utilize USDA Foods to the fullest extent based on the needs of the SFA and apply commodity credits, DOD Fresh Credits and/or any other resulting discounts to monthly invoices.

SFA and SCHOOL RESPONSIBILITIES

SIA will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Condition and care of meals once accepted upon delivery.
- Service of meals to students.
- Maintenance of the premises, equipment and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using net 30 terms.
 - No payment will be made for meals that are spoiled or unwholesome at

time of service, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless SIA provides written notification of the meal service for which the deduction is to be made, specifying the number of meals for which we intend to deduct payment and

setting forth the reasons for the deduction. SIA will provide such notice no later than three (3) business days after the date the meal was served.

PROPOSAL SPECIFICATIONS

Contract Period:

The contract period will be July 1, 2019 through June 30, 2020, with the option to renew up to four (4) one-year contracts.

Proposal Instructions:

Proposals shall be received until 3 pm on June 24, 2019 for vended meals service described herein. Proposals received after the above mentioned time and date will be rejected and returned unopened. Proposals shall be delivered in person or by US mail. Faxed proposals are not acceptable. Proposals must be submitted in an envelope clearly marked in the lower right corner: "MODIFIED VENDED MEALS RFP- Schools in Action.1".

Proposals must be clear and concise. Proposals shall conform to the RFP format or binding specifications or they will be rejected. Respondents must include all information requested in this RFP. SIA reserves the right to reject a proposal if all requested information is not provided.

Exception to RFP:

Include exceptions to the Agreement term and conditions presented to submit additional information pertinent to RFP (brochures, reading material, etc.) with original response.

Proposal Distribution:

Proposals shall be addressed as follows:

Two (2) originals, two (2) copies to: **Glenda Aleman**
Meal Program Manager
5261 ½ East Beverly Blvd
Los Angeles, CA 90022
(323) 266-4371 ext. 1009

All forms and attachments must be filled out in ink, typewritten, or word processed. The proposals must be signed by an authorized member of the firm. Prices and terms of the proposal must be valid for the duration of any resulting contract, unless changes are made through mutual consent in writing:

All inquiries for information are to be directed to:

Glenda Aleman
Meal Program Manager
5261 ½ East Beverly Blvd
Los Angeles, CA 90022
(323) 266-4371 ext. 1009

Other department personnel are not allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

REVISIONS TO THE REQUEST FOR PROPOSAL:

In the event it is necessary to revise any part of the Request for Proposal, revisions will be provided to all Vendors who received the initial Request of Proposal.

WITHDRAWAL OF PROPOSAL:

Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the Offer or prior to the deadline for receipts of proposals. No oral withdrawals will be accepted.

REQUIREMENTS FOR SUBMITTING A PROPOSAL:

Proposals should be as thorough and detailed as possible so SCHOOLS IN ACTION can properly evaluate the proposal and the vendor's capability to provide the required services. The Vendor must state any deviations and/or exceptions from the specifications and/or terms and conditions described herein. Vendors are required to submit the following items or information but is not limited solely to these items:

- Description of services including but not limited to the following:
 - Menu development rationale
 - Placing orders
 - Equipment needed
 - Nutrition advocacy
 - Duration and extent of experience in the operation of school meal services
- Cost per meal (breakfast, lunch, and snack)
- Sample monthly menu for breakfast, lunch, and snack including nutritional information showing compliance with federal and state meal program requirements.
- A copy of current health certifications for the food service facility in which it prepares meals for the NSLP.
- Proof of liability insurance and proposed indemnity language
- Materials/supplies provided
- Verification of participation in USDA or DOD Foods Cooperative.
 - Information about the vendor's participation in the USDA and DOD commodities program and how vendor maximizes use of such commodities before using other sources of food. Information should include the following:
 - Percentage of schools that participate in the commodities program.
 - What assistance, if any, the vendor provides to schools participating in the commodities program.
 - The average amount of commodities reimbursement per meal each school received in the 18-19 school year. *(please include*

documentation)

- Response as to which commodities foods, described on page 4 and attached survey, the vendor accepts.
 - Vendor will confirm that 100% of SIA’s USDA commodity allotment will be used for all items listed on the Food Distribution Program attachment.
- Three professional references from schools currently operating the National School Lunch Program.
- Include a copy of the contract to be signed at time of award, to include all required language as specified by the California Department of Education Nutrition Services Division.

EVALUATION OF PROPOSALS

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

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

CRITERIA	MAXIMUM POINTS			
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10 points (pts)	Yes	10 pts	
		No	0 pts	
Experience with National Lunch Program (NSLP), the School Breakfast Program (SBP), the Afterschool Meal Supplements (AMS), the Seamless Summer Feeding Option (SSFO)	15 pts	NSLP	Yes	6 pts
			No	0 pts
		SBP	Yes	3 pts
			No	0 pts
		AMS	Yes	3 pts
			No	0 pts
SSFO	Yes	3 pts		
	No	0 pts		

Based on the Proposal Requirement responses, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20 pts	Yes	20 pts
		Partially	10 pts
		No	0 pts
Corporate capability and experience as measured by client retention and satisfaction, and references.	10 pts	Positive references; no schools terminated contract due to performance issues	10 pts
		Some negative comments from references; no schools terminated contract due to performance issues	5 pts
		Some negative comments from references; several schools terminated contract due to performance issues	0 pts
Corporate capability and experience as measured by years in the food service management industry.	10 pts	9+ years	10 pts
		7-8 years	8 pts
		5-6 years	6 pts
		3-4 years	4 pts
		Less than 3	2 pts
Price Per Meal	35 pts	Lowest	35 pts
		2 nd Lowest	25 pts
		3 rd Lowest	15 pts
		4 th Lowest	10 pts
		5 th Lowest	5 pts
TOTAL POINTS	125 pts		

Schools in Action reserves the right to reject all proposals.

Vended Meals Contract for the National School Lunch, School Breakfast, and Snack Programs(s)

This Agreement ("Agreement") is entered into by and between _____ herein after referred to as the School Food Authority (SFA), and _____, herein after referred to as the Vendor. The effective date of this Agreement is _____.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA's nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Exhibit _____.

Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA's nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

Schedule *List days of the week and times meals are required for delivery or pick up.*

SY19-20 Lunch start time	
SY19-20 Breakfast start time	
SY19-20 Snack start time	

SFA Contact Information		Vendor Contact Information	
Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>	Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>
Email Address	Fax <i>Area Code/No.</i>	Email Address	Fax <i>Area Code/No.</i>
Address <i>Street, City, State, Zip</i>		Address <i>Street, City, State, Zip</i>	

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used. Fixed price per meal to include cost of: transportation and delivery, meal purchasing and preparation, all smallwares.

Breakfast 	Adult Meal
Carton Of Milk 	

Price Per Meal

Supper
Includes Milk
Will Not Include Milk

Price Per Meal

Includes Milk

Will Not Include Milk

Price Per Meal

Includes Milk

Will Not Include Milk

Supper

Price per Meal

(includes milk)

Price Per Carton

A. Agreement Period

The initial agreement period shall be 7/1/19 to 6/30/20. Both parties agree to enter into this Agreement for one- year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Escalator Clause; changes in the per-meal price may be considered by the SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA 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 contract renewal period.

Conditions for an annual escalator clause; the fixed per-meal price may be subject to an annual escalator as stipulated in this Agreement. Adjustment factors may include changes in third-party price indices from the Consumer Price Index (CPI); U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE Washington, DC 20212-0001; website at <http://www.bls.gov/cpi>. SFA will consider the lesser of the following two options either—

1) the average CPI (Food Away From Home) for the previous year or 2) three percent (3%).

B. The Vendor Agrees to

1. Invoice SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least **10** operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment C, Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the SFA during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and **delivered to** the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within **24 hours** of the scheduled delivery time.
7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals **delivered to** the SFA no later than the **10th** day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be **delivered to** the SFA, are spoiled, or unwholesome at the time of **delivery to** the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

8. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meal _____ delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for **delivery to** the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.
14. Utilize USDA Foods to the fullest extent based on the needs of the SFA and apply commodity credits, DOD Fresh Credits and/or any other resulting discounts to monthly invoices.

C. The SFA Agrees to:

1. Request by email no later than **1 day**, an accurate number of meals to be delivered to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within **24** hours of the scheduled delivery time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than **each day**.
3. Notify the Vendor within **5** days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the **30th** day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals **delivered to** SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, **delivered** and the number of meals served by the SFA that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
8. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

D. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt

and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.

2. **Non-Performance of Agreement and Termination:**
 - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
 - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
4. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

E. Standard Terms and Conditions

1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or htLAPCM://www.epls.gov/ agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check htLAPCM://www.epls.gov/, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment E, must be signed by an authorized person and attached to this Agreement.
3. **State and Federally Required Contractual Provisions:** Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
4. **Equal Employment Opportunity:** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
6. **Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

7. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or

breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

The remedies of the SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
 - a. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. **Taxes:** The SFA has tax-exempt status.
12. **Buy American:** Vendor will comply with the Buy American requirement, 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. (7CFR210.21, 220.16).
13. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
14. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
15. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
16. **Lobbying Certification:** The Vendor must sign the Lobbying Certification, Attachment F, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment G), or will complete and submit as required in accordance with its instructions

included in Attachment G.

17. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, Attachment D, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
18. The Vendor shall comply with all other pertinent state and federal laws.
19. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
20. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.
21. **Insurance:** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor's Certificate of Insurance:
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury—1,000,000 Combined Single Limit
 - b. Automobile Liability—1,000,000 Combined Single Unit
 - c. Workers' Compensation-Statutory; Employer's Liability—1,000,000
 - d. Excess Umbrella Liability—2,000,000 Combined Single Unit
 - e. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
 - f. The insurance company insuring the Vendor shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

F. General Assurances

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.

5. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a SFA and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based

on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES		
Name of School Food Authority's Authorized Representative	Title	
Signature of School Food Authority's Authorized Representative □	Date <i>Mo./Day/Yr.</i>	Signed
Name of Vendor's Authorized Representative	Title	
Signature of Vendor's Authorized Representative □	Date <i>Mo./Day/Yr.</i>	Signed