



ORCHARD SCHOOL DISTRICT
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 Address: 921 Fox Lane, San Jose, CA 95131  Phone: (408) 944-0388  Fax: (408) 944-0394 

REQUEST FOR PROPOSALS
FOR
Food Service Consulting & Procurement
RFP# CNS24-001

Issued by:
Orchard School District
921 Fox Lane
San Jose, CA 95131



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**REQUEST FOR PROPOSALS
FOR FOOD SERVICE CONSULTING &
PROCUREMENT ORCHARD SCHOOL DISTRICT
RFP# CNS24-001**

Notice is hereby given that the **Orchard School District** hereinafter referred to as the “**District**”, pursuant to Education Code Section 41020, et seq., is seeking proposals from qualified Consultant (Contractor) (hereinafter referred to as **Respondent(s)**) for furnishing Food Service Consulting & Procurement.

The Term of this contract is for five **(5)** years. The Respondent shall commence providing Services under the Contract on or about **September 1, 2025**, and continue through **June 30, 2030**. Respondents should not construe from this legal notice that the District intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the District, it is in the best interest of the District to do so.

The Food Service Consulting & Procurement Request for Proposal **RFP # CNS24-001** documents are available on the Orchard School District’s Web site for download at:

<https://www.orchardsd.org/index.html> ---> **District** ---> **Request for Procurement (RFP)**

The District will accept all proposals received on or before **August 1, 2025, at 12:00:00 p.m.** The District will not accept proposals that are received after the deadline. The District will open proposals in a closed meeting on **August 19, 2025, at 5:30 p.m.** Candidates will not be able to attend this closed meeting. Proposals must be received at the following address and clearly labeled with the RFP information:

Food Service Consulting & Procurement RFP # CNS24-001

Orchard School District
Business Services Department
Attn: Luis Gonzales
921 Fox Lane
San Jose, CA 95131

This RFP does not commit the Orchard School District to award a contract or pay any costs incurred in the preparation of proposals in response to this request. The District reserves the right to accept or reject all or part of the proposals received, and to cancel this RFP in whole or in part. District administration further reserves the right to accept the proposal that it considers to be in the best interest of the District.

The District will award the contract based on a review and analysis of the proposals received and best meets the needs of the District. Following this step, District staff will make a recommendation to the governing Board of Education at its regularly scheduled meeting.



I. OVERVIEW OF DISTRICT

Orchard School District is a single-school district located in the City of San Jose, California, serving students in grades Transitional Kindergarten (TK) through 8th grade. The district operates one comprehensive TK-8 school with an enrollment of approximately 750 students.

The District is governed by a locally elected Board of Trustees and employs a small, dedicated team of Certificated and Classified staff to support its educational and operational programs.

The District participates in the National School Lunch and School Breakfast Programs and serves both breakfast and lunch to students daily. Orchard operates a full-service kitchen on its single campus, with food prepared and served onsite by the District's food service staff. The food service department prepares approximately 130,000 meals annually.

The Food Service Office is located at 921 Fox Lane, San Jose, CA 95131.

II. PURPOSE OF SOLICITATION

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Food Service and Procurement Consultant (Respondent) that will provide Orchard School District (hereinafter referred to as the District) with consulting and procurement services for the food service operation. The Respondent will provide services to the District as described on the final board approved Negotiated Agreement.

The District's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program (NSLP), School Breakfast (SBP), and Supper and Meal Supplement Snacks and to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. (Title 7, Code of Federal Regulations program [7 CFR, sections 210.10 and 220.8, if applicable]. General food service goals are to:

- Provide an appealing and nutritionally sound program for students while adhering to all Federal, State and Local Food Program standards.
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.



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- Increase participation at all levels of the food service program by improving meal quality, 40 % scratch cooking, seeking student input, offering menu variations, and improving planning.
- Maintain reasonable prices for adults participating in the food service program.
- Maintain student enthusiasm and staff morale at a high level.

District shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, Code of Federal Regulations (2 CFR), Part 200.319(a)(1-7). The District must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California State and Federal statutes and regulations.

III. GENERAL INFORMATION & INSTRUCTIONS

A. Submittal of Proposals

Respondents are responsible for the costs of developing proposals and shall not charge the District for any preparation costs. Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capability to satisfy the District's requirements. Emphasis should be placed on completeness and clarity of content.

Carefully read the entire RFP, attachments, exhibits, addenda, and District responses to questions before submitting a proposal

Proposals should be reviewed for accuracy before submission to the District, as they may not be adjusted after submission to the District. The District will not be responsible for errors or omissions of content.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposals received. The District may not consider any deviation from these specifications and may reject such proposals.

The District will not consider a joint proposal submitted by two or more entities.

The District will not consider late proposals under any circumstances. Any proposal received after **12:00:00 p.m. on August 1, 2025** shall be refused and returned unopened. It is the Respondent's responsibility to insure timely and accurate delivery of the proposal to the correct specified location.

B. Withdrawal of Proposals

Proposals may be withdrawn, either personally or by written or emailed request, at any time prior to **12:00:00 p.m. August 1, 2025**.

No Respondent may withdraw its proposal for a period of 60 days after the date set for receipt of proposals. District will act to accept or reject the proposal within that period of time.

C. Contact/Questions



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Respondents may NOT make personal contact with members of the Board of Trustees, District Administration or District employees during the open RFP period. If you have questions regarding this RFP, please submit them *by email to* lgonzales@orchardsd.org no later than **July 31, 2025**. Responses will be provided as soon as possible, but no later than **August 1, 2025**. Questions will be recorded and the answers provided to all Respondents via written addendum and posted on the district's website. Respondents shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation.

D. Management Goals

The district expects to fully leverage purchasing power to maximize the quality of meals offered and to provide a professional environment where compliance and quality control are monitored with a high degree of accountability.

E. Rights of the District

The District reserves the right to negotiate or incorporate final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all Respondents. A material change will require the District to rebid the contract.

F. Proposals in response to this RFP

Proposals in response to this RFP will be used as the foundation for the development of a final agreement with specific provisions subject to review, negotiation, and approval of the Orchard School District Board of Trustees and District Superintendent or her designee. The District reserves the right to incorporate terms and conditions it determines to be proper or necessary into any contract negotiated as a result of a proposal submitted in response to this RFP.

G. Proposal Protest

The following instructions must be followed by a Respondent who wishes to challenge the District's selection and award of any contract pursuant to this Request for Proposal (RFP):

- a. Any protest must be submitted in writing to the Chief Business Official (CBO), Orchard School District, 921 Fox Lane., San Jose, CA. 95131 on or before 3:00 p.m. on **August 23rd, 2025**.
- b. Only vendors who submitted a proposal in response to this RFP may file a protest.



- c. Protests must contain **the following specific information:**
 - i. Protestor's name, address, tele. no. and email address;
 - ii. Date on which protestor's response was submitted to the District;
 - iii. Protestor's specific, detailed basis for the protest, which must be supported by facts and/or documentation. Protests based on hearsay, feelings or opinions not supported by facts, will be deemed invalid.
- d. The District will review and evaluate the protest for validity, including, if required, review by outside counsel. The District and/or counsel will provide a response within ten (10) days of review of the protest letter.
- e. If upon review, the proposal protest is found to be frivolous or lacking validity, the protest will be rejected and the protesting party may be deemed ineligible to participate in future District bidding or contracts

H. Addendum

The District may modify the RFP prior to the deadline date given for submission of proposals by posting an addendum. A signed acknowledgement of all addendums become part of the RFP and must be submitted with the RFP response. Addendums will be posted on the district's website. Respondents shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation.

I. Award of Contract – Determining The Successful Firm

In addition to evaluating the submission, score from the Evaluation of Proposal in Section VII, strength of your proposed solution to meet the requirements as laid out on the RFP, the district will evaluate the following:

- A. Firm stability and available resources
- B. The final evaluation process will include obtaining references as a means of verifying that the firm meets these qualifications.
- C. Selection will be made based on an evaluation of all the information supplied, and not solely on basis of lowest price.
- D. To respond to this RFP, the interested Respondent must present evidence of experience, ability, and financial standings necessary to meet the requirements stated in this RFP. The District will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.



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J. Additional Charges

Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.

K. Payments Terms

Orchard payment terms are Net 30 days. If different terms are proposed, the Respondent shall provide the terms within their proposal.

L. Signatures

An authorized officer or representative of the firm must sign proposals and all forms that require a signature from an authorized representative.

M. Food Service Operation Inspection

District representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

N. School Food Authority (SFA)'s Claims

The Respondent shall maintain records to support the SFA's Claim for Reimbursement and report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 CFR, Section 210.16(c)(1).

O. Buy Domestic

The District participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR (d) and 220.16[d]).

P. Non-Domestic Food

The Respondent will document why non-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision

Q. Milk

The Respondent will not, directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 CFR, Section 210.21(e)]



R. Non-Profit Food

The District participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR (d) and 220.16[d]).

S. Cycle Menu

The Respondent shall propose on the attached **21-Day Cycle menus** for all programs to be served (7 CFR, sections 210.16[b][1], 210.10, 220.8 and 220.7[d][2][i], if applicable).



IV. SCOPE OF WORK (SOW)

The SOW is inclusive of all requirements stated of the RFP.

A. General: under the direction of the Chief Business Official, the Respondent selected pursuant to this RFP will provide the following.

- a. Assist and monitor for compliance related matters, including but not limited to the food regulations as defined by USDA, California Retail Food Code, and/or other compliance related matters as outlined by the Santa Clara County Environmental Health Department.
- b. Work with District Chief Business Official to develop a staff-training calendar and provide training.
- c. Assess program opportunities and share with the District on a monthly basis.
- d. The Respondent will employ two (2) on site-qualified professionals to meet the Respondent's responsibilities as outlined in (Attachment C) Respondent Professional Standards.

B. Responsibilities of the Respondent shall include:

- a. Purchasing of Supplies for the Food Service Program
- b. Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.
- c. All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.
- d. The grade, purchase unit, style, weight, ingredients, formulation, etc., shall comply with applicable statutes and regulations.
- e. Purchase food and/or supplies (if applicable); if authorized by the District, the Respondent shall purchase food used by the food service operation and the purchasing of food shall not displace District staff or delegate responsibilities of the District to the Respondent.
- f. Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation.
- g. Provide Cultural Diverse offering in Menu on a monthly basis.

C. Facility or Site Operations

- a. The Respondent shall recommend:
 - i. Safety programs for employees
 - ii. Sanitation standards for housekeeping, preparation, storage, and equipment
 - iii. A Food Safety Plan and participate in the development, implementation, and maintenance of said plan.
 - iv. Methods to increase participation at all levels of the District's food service programs, improve food quality, and upgrade equipment and facilities.
 - v. Hours and number of positions at each site to meet food service operational needs.



D. Menu

- a. Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the Respondent may only make changes with the District's approval (7 CFR 210.16[b][1]). Provide recommendations for menu development that will result in the best quality of products and services for the food service program.
- b. Seek student input on successful menu variation and planning.
- c. Provide, upon request by the District, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

E. Quality Control

- a. Recommend or establish a formal structure to gather input routinely and continuously from students and staff about food services.
- b. Recommend or establish a structure or process to gather input routinely and continuously from food service employees to ensure the most effective and efficient operation possible.

F. Staff

- a. Recommend management staff and structure that will enhance the District's food service programs and ensure that the District's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.
- b. Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and in service.

G. Records

- a. Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.
- b. Maintain employment records that show Respondent staff have all professional and health certifications as required by federal or state law and the District.

H. Education

- a. Recommend actions or events to promote the nutrition education aspects of the food service program and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the Respondent will work in partnership with the District to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.
- b. Coordinate meeting times with the Chief Business Official, other District staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the Respondent and the Chief Business Official, other District staff, and/or the school board, upon request.



I. Reports

- a. Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the District contact by the Respondent consultant/representative on or before the **10th** of each month (7 *CFR* 210.16[c][1]).
- b. Provide the District with monthly operating statements and other information determined by the District regarding the food service programs.

Specific Respondent Tasks

- A. Make menu recommendations that meet California's new Universal Meal requirements, including a minimum of 40% scratch cooked entrees for both breakfast and lunch using minimally processed foods.
 - a. Minimize pre-packaged food
- B. Must provide the efficiency and cost factors that allow the Food Service Fund to maximize its revenue potential.
- C. Must show data to support that it has worked to increase participation in reimbursable meals (both breakfast and lunch) at all schools. For example, provide a monthly participation trend for the breakfast and school lunch program by school.
- D. May make recommendations based on best practices to increase efficiency, increase participation, and reduce costs while maintaining high quality meals. All recommendations shall be submitted in writing to the District's Chief Business Official. The Respondent understands recommendations may or may not lead to action by the District.
- E. Design the menu with input from the District's Chief Business Official. Allow the District flexibility of ordering preferred food items other than the standard product with the understanding that the District is billed for the additional cost of the product. Respondent would be responsible to obtain approval for such a substitution when requested.



V. REQUIREMENTS & FORMAT OF PROPOSALS

- A. Respondents shall submit one (1) original paper copy and one (1) copy in digital format (e.g., flash drive) on or before **12:00:00 pm on August 1, 2025.**
- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled “Master Copy”.
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the District RFP number and title, and the Districts name and address, as shown in the following example:

Food Service Consulting & Procurement RFP # CNS24-001

Orchard School District
Business Services Department
Attn: Luis Gonzales
921 Fox Lane
San Jose, CA 95131

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:

Sections I – Administrative Requirements

Cover Letter
Table of Contents

Section II – Required Attachments

- A. Attachments Checklist
- B. Minimum Qualifications
- C. Respondent Professional Standards
- D. Proposal Questionnaire
- E. Respondent References
- F. Authorization to Enter into an Agreement
- G. Fee Proposal
- H. Federal Certifications & Anti-Lobbying Certification Form
- I. State Certifications
- J. Determination of Independent Price Determination
- K. 21-Day Cycle Menu
- L. Terms & Conditions



Sections I

Administrative Requirements

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 District will reject the proposal. The District may reject the proposal if the Respondent fails to include the following required information:

- a. Name and address of the responding company.
- b. Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- c. Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- d. Name, title, phone number, and e-mail address of the representative designated as the primary liaison to the District.
- e. 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.
- f. A statement expressing the Respondent's willingness to perform the services described in this RFP.
- g. A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including the availability of staff and other required resources to meet all deliverables described in this RFP. Include additional information on how your company will fulfill our needs on the RFP and SOW.
- h. 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.
- i. 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.
- j. Exceptions to any part of the RFP.

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

Section II

Required Attachments

A. Attachment Checklist

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

B. Minimum Qualifications

- a. The District will only consider Respondents that meet all minimum qualifications (Attachment B)



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C. Respondent Professional Standards

- a. The District will only consider Respondents that meet professional standards. (Attachment C)

D. Proposal Questionnaire

- a. The Proposal Questionnaire (Attachment D) is intended to provide the District with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

E. Respondent References

- a. Respondents must provide three references on the Respondent References form (Attachment E). The District reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

F. Authorization to Enter into an Agreement

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

G. Fee Proposal

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

H. Federal Certifications

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

I. State Certifications

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

J. Certificate of Independent Price Determination

- a. The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

K. 21-Day Cycle Menu

- a. The Respondent must quote purchase costs based on the attached sample 21-Day Cycle menus, breakfast, and lunch. (Attachment K) for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7 [d] [2][i], if app) for the proposal package.

L. Terms & Conditions

- a. Respondent agrees to the stated Terms and Condition



VI. EVALUATION OF PROPOSALS

Proposals will be opened on the date and time specified in the Projected Calendar to determine if the proposal contains all required information in accordance with the RFP. During the evaluation process, the District may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

The District will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Service Capability: Experience with School Breakfast and National School Lunch Program. Corporate capability and experience as measured by performance records, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	15
Cost	21
Financial Conditions, Stability, and Business Practices	10
Proposal Questionnaire responses, Cover Letter, the Respondent demonstrates a complete understanding of the District's food service program and requirements as described in the RFP Scope of Work and can perform the services to the District's satisfaction.	15
Meeting meal pattern requirements, menu options, and involvement plan for Students and Staff.	19
Accounting and Reporting Systems	10
Product Quality Assurance	10
TOTAL POINTS	100

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



VII. Attachments

Attachment A Attachments Checklist

Respondent Company Name

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

Completed	#	Attachment Name
		Section I
		Cover Letter
		Table of Contents
		Section II
	A	Attachment Checklist
	B	Minimum Qualifications
	C	Respondent Professional Standards
	D	Proposal Questionnaire
	E	Respondent References
	F	Authorization to Enter into an Agreement
	G	Fee Proposal
	H	Federal Certifications Form
	H (A)	Anti-Lobbying Certification Form
	I	State Certifications
	J	Certification of Independent Price Determination



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	K	21-Day Cycle Menu
	L	Terms & Conditions



Attachment B Minimum Qualifications

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

As of January 1, 2025, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience in California with food service programs of similar or larger size than the District.
Yes _____ No _____
2. The Respondent has the resources and ability to provide food for 660,000 meals per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with all federal and state meal programs. The National School Lunch Program (NSLP), the School Breakfast Program (SBP), and Commodities.
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 _____



Attachment C
Respondent Professional Standards

Respondent Employees Professional Standards

The Respondent shall ensure that one (1) onsite professional (0.5 FTE) proposed in this proposal for placement meets the minimum professional standards based on current enrollment.

The onsite professional proposed in this proposal for placement shall have experience in culinary arts, menu planning, food presentation and professional development/training.

ACCEPTANCE OF RESPONDENT PROFESSIONAL STANDARDS TERMS

The undersigned hereby acknowledges receipt and acceptance of the above Terms.

Firm Name: _____

Authorized Signature and Date _____

Printed Name: _____

Title: _____



Attachment D Proposal Questionnaire

This proposal questionnaire is intended to provide the District 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 consulting services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar District food management 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 outlined in this RFP.
4. Provide a complete list of District's that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.



Attachment E Respondent References

List three references to which the Respondent has provided consulting services within the past 5 year(s) of like size to the District.

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

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



Attachment F
Authorization to Enter into an
Agreement

Food Service & Procurement Consultant Request for **RFP # CNS24-001**

We, [Enter Respondent Name], by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California State and Federal laws, regulations, statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good five (5) years.
4. That we have carefully examined all terms and conditions outlined in the RFP.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for the District.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

The undersigned hereby proposes to enter into a negotiated agreement with the Orchard School District and furnish services as outlined in the **RFP CNS24-001**, RFP Response subject to the Terms and Conditions contained herein.

Respondent Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____



Attachment G
Fee Proposal

All costs are based on the average daily participation of 750 served for 180 school days.

Cost Breakdown			
Respondent Instructions Provide a breakdown of all costs included in the fixed price, including personnel costs. Provide the cost per meal; base all food costs on the attached 21-day cycle menu. Note: Prices must not include values for USDA Foods and must include all meal programs Clearly identify all costs			
Item #	Description (Include All Goods and Services included in the Fixed Price)		Annual Cost
1			\$
2			\$
3			\$
4			\$
Sub Total			\$
	Respondent Fixed Costs		Annual Cost
5	Consultant Fee Per Meal	\$	
Sub Total			\$
GRAND TOTAL			\$

Contractor Fee PER MEAL			
Respondent Instructions: Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns			
LINE ITEM	UNITS	RATE	TOTAL
Breakfast (1 to 1)	51,754	\$	\$
Lunch (1 to 1)	76,952	\$	\$
Nonreimbursable Meals (\$3.00 Meal Equivalent)	1,568	\$2.28	\$
		\$	\$
Blended Contractor Fee Per Meal	130,274	\$	\$



Attachment H Federal Certifications

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The Orchard School District (hereafter “the District”) is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Respondents violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (C) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor



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(D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in



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accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the attached **Standard Form-LLL, "Disclosure Form to Report Lobbying"**, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor



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Attachment H (A)
Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____



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Standard Form - LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 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 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 sub awardee, e.g., the first sub awardee of the prime is the 1st 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 "Sub awardee," 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, Department of Transportation, United States Coast Guard.
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., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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.
11. (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).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.



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RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS 23 CFR 635.410

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Respondent Name: _____ Registered on sam.gov: Yes ___ No ___

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____



IRAN CONTRACTING ACT

CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE (Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>



Attachment I State Certifications

RESPONDENT'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Health and Safety Code 104559

The Respondent agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Respondent shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

DRUG-FREE WORKPLACE CERTIFICATION - Drug-Free Workplace Act of 1990

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Respondent or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will
(a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,
(b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the



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Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.



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I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, RESPONDENT covenants that it has complied with the signature requirements described in Paragraph 5 of the Information for Bidders.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

NONDISCRIMINATION CLAUSE AND CERTIFICATION - Cal. Code Regs. Tit. 2, § 11105

1. During the performance of this contract, Respondent and its subRespondents shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Respondents and subRespondents shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Respondents and subRespondents shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Respondent and its subRespondents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Respondent shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor



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FINGERPRINTS; CRIMINAL BACKGROUND CHECK CERTIFICATION - Cal. Ed.

Code § 45125

EC 45125.1. (a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

With respect to Agreement (#____) between the _____ School District ("**DISTRICT**") and the individual, company or Respondent named _____ ("**RESPONDENT**") for _____ services.

PLEASE CHECK ALL APPLICABLE BOXES

VERIFICATION OF COMPLETION OF BACKGROUND CHECK

- ☐ 1) **RESPONDENT** hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with **DISTRICT** students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law. Attach additional sheet if necessary.

EXEMPTIONS:

☐ **SERVICE AGREEMENTS**

- ☐ The **RESPONDENT** qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- ☐ The **RESPONDENT** and its employees will have **NO CONTACT** with pupils (This includes contracts for off-campus services, including virtual/online services.)

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the **RESPONDENT'S** sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of **RESPONDENT** provided services.

DATE: _____
RESPONDENT



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_____ By: _____

Printed Name

Signature



Attachment J Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent

A. By submission of this offer, the offeror (**Respondent**) 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, for the purpose of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signer:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A) (1) through (A) (3) above.
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
Insert full names of the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action

contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of Respondent's Authorized Representative	Title	Date



Attachment K 21– Day Cycle Menu

Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns.

Lunch Menu

Nutritional and allergy information available by going to the Orchard School District Menu link!!!!				Friday 3/1 Chicken Enchilada Bake Yogurt Parfait Sunbutter and Jelly Sandwich with String Cheese
Monday 3/4 Cheesy Breadsticks <i>(Italian Dunkers)</i> with Marinara Sauce Turkey Hot Dog with homemade Slaw Tuna Salad Sandwich with Goldfish Pretzels	Tuesday 3/5 100% Beef Cheeseburger with Fries Chicken Tenders Morningstar Garden Burgers with Fries	Wednesday 3/6 Chicken Corn Dog BBQ Chicken Burger Macaroni with Cheese And Roll	Thursday 3/7 American Hoagie Sandwich 100% Mozzarella Cheese Pizza Pepperoni Pizza Bean and Cheese Burrito with Fresh Salsa	Friday 3/8 Crispy Chicken on a Bun Blueberry Muffin Yogurt & Cheese Stick Orange Chicken with Fried Rice
Monday 3/11 Chicken Nuggets Cheese Quesadillas with Fresh Salsa Turkey and Cheddar Cheese Sub	Tuesday 3/12 100% Beef Cheeseburger With Fries Chicken Caesar Salad with Dinner Roll Morningstar Garden Burgers	Wednesday 3/13 Chicken Alfredo with Dinner Roll Grilled Cheese Sandwich Blueberry Muffin Yogurt & Cheese Stick	Thursday 3/14 100% Mozzarella Cheese Pizza Pepperoni Pizza Sesame Chicken Salad with a Dinner Roll Cheese Tamales	Friday 3/15 Chicken Enchilada Bake Yogurt Parfait Sunbutter and Jelly Sandwich with String Cheese
Monday 3/18 Cheesy Breadsticks <i>(Italian Dunkers)</i> with Marinara Sauce Turkey Hot Dog With homemade Slaw Tuna Salad Sandwich with Goldfish Pretzels	Tuesday 3/19 100% Beef Cheeseburger With Fries Chicken Tenders Morningstar Garden Burgers With Fries	Wednesday 3/20 Chicken Corn Dog BBQ Chicken Burger Macaroni with Cheese And Roll	Thursday 3/21 American Hoagie Sandwich 100% Mozzarella Cheese Pizza Pepperoni Pizza Bean and Cheese Burrito with Fresh Salsa	Friday 3/22 Crispy Chicken on a Bun Blueberry Muffin Yogurt & Cheese Stick Orange Chicken with Fried Rice
Monday 3/25 Chicken Nuggets Cheese Quesadillas with Fresh Salsa Turkey and Cheddar Cheese Sub	Tuesday 3/26 100% Beef Cheeseburger With Fries Chicken Caesar Salad with Dinner Roll Morningstar Garden Burgers With Fries	Wednesday 2/27 Chicken Alfredo with Dinner Roll Meatball Sub Sandwich Blueberry Muffin Yogurt & Cheese Stick	Thursday 3/28 100% Mozzarella Cheese Pizza Pepperoni Pizza Sesame Chicken Salad with a Dinner Roll Cheese Tamales	Friday 3/29 Chicken Enchilada Bake Yogurt Parfait Sunbutter and Jelly Sandwich with String Cheese



Breakfast Menu - Weekly Cycle and Lunch Salad Bar Options

Monday	Tuesday	Wednesday	Thursday	Friday
Cinnamon Buns	French Toast Casserole	Waffles with Fruit Topping	Egg, Potato, Turkey Ham, and Cheese Breakfast Bake	Bagels With Cream Cheese

Additional Entrees Offered for Breakfast Daily!!

- Assorted Reduced Sugar Cereals offered

Breakfast also includes: 100% Fruit Juice, Whole Fruit and a variety of Milks.
Breakfast items are Whole Grain or Enriched White.

LUNCH SALAD BAR

FROM THE GARDEN

MONDAY

FreshFruit
Carrot Garden
Salad Corn

FruitCocktail



TUESDAY

FreshFruit
Cucumber
GardenSalad
JicamaStick
s

• •

WEDNESDAY

FreshFruit Carrot

CherryTomatoes
CelerySticks
GardenSalad
Peaches

THURSDAY

FreshFruit
Broccoli Garden
Salad Jicama
Sticks Pears

FRIDAY

FreshFruit
Carrot Garden
Salad Corn
Peaches



Menu is subject to change. The USDA and this institution are equal opportunity employers.



Attachment L: Terms & Conditions

The District reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all Respondents. A material change will require the District to rebid the contract.

A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

A. TERM: The Term of this contract is for five (5) years. The Respondent shall commence providing services under the contract on or about **September 1, 2025**, and continue through **June 30, 2030**. The District may terminate this contract, or any part of the bidding process if it is determined non-compliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7CFR), Section 210.16[d]).

B. INSTRUCTIONS AND USE OF FORMS: In order to preserve uniformity and to facilitate the award of contracts, Respondents shall complete and return the enclosed District-required forms with their responses as per Section

VI. REQUIREMENTS & FORMAT OF PROPOSALS.

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

D. ACCEPTANCE OR REJECTION OF RESPONSES: The District reserves the right to reject any and all responses that are incomplete, contain errors, arrive after the due date/time or are submitted by unqualified vendors. The District reserves the right not to award a contract if the District, in its sole discretion, deems the responses received pursuant to this RFP lacking in any respect or insufficient to meet the District's requirements and needs.

E. FEES The District will pay the Respondent at a fixed price per meal. The fixed price per meal includes all fees and charges indicated in the Fee Proposal (**Attachment G**) of this contract. The District must determine, and the Respondent shall credit the District for, the full value of U.S. Department of Agriculture (USDA) Foods. The Respondents fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch (NSLP), School Breakfast (SBP), and Seamless Summer Option (SSO), Ala Carte, and Catering Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The Respondent shall credit the District for discounts, rebates, and other credits on the monthly invoice.

F. PAYMENT TERMS: The Respondent shall submit monthly invoices by the 10th of the following month that reflect all activity for the previous calendar month. The Respondent must submit detailed cost documentation monthly to support all charges to the District. Charges and expenses are included in the Fee Proposal (Attachment G). All costs, charges, and expenses must be mutually agreeable to the District and the Respondent and must be allowable costs consistent



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with the cost principles in Title 2, Code of Federal Regulations (2 CFR), Part 200, as applicable. The District will pay invoices received by its accounting department in thirty (30) day terms if the invoices pass the District's audit. The District will notify the Respondent of invoices that do not pass an audit, which the District will not pay until the invoices have passed an audit, with no penalty accruing to the District.



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- G. INTEREST, FINES, PENALTIES, AND FINANCE CHARGES:** Interest, fines, penalties, finance charges, income, and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 CFR, Section 200.441). The District is prohibited from paying unallowable expenses from the District's cafeteria fund.
- H. SPOILED OR UNWHOLESOME FOOD:** The District shall make no payment to the Respondent for food that, in the District's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the District for the meal pattern, or does not otherwise meet the requirements of this contract (7 CFR Section 210.16[c][3]).

The District shall make no payment to the Respondent for meals that, in the District's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the District for the meal pattern, or do not otherwise meet the requirements of this contract (7 CFR Section 210.16 [c][3])

- I. FOOD WASTE:** To meet the financial objectives set forth by the District on an annual basis. Monitor food waste not to exceed ten (10%) of meals served.
- J. CONTRACT COST ADJUSTMENT:** The contract price (which can include Consulting Fees and Personnel Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home.

The Consumer Price Index, San Francisco Area value, January data, will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

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

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



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- L. TRADE SECRETS/COPYRIGHTS:** The Respondent and District shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the District and Respondent regularly use in the operation of their business or that they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the Respondent and the District, and the Respondent and the District shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal purposes (7CFR, Section 200.315[b])
- M. SILENCE/ABSENSE/OMISSION:** Any silence, absence, or omission from the contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.
- N. INDEMNIFICATION:** The Respondent shall indemnify and hold harmless the District, or any employee, director, agent, or Board Member of the District, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the Respondent's acts or omissions, willful misconduct, negligence, or breach of the Respondent's obligations under this contract by the Respondent, its agents, employees, or other persons under its supervision and direction.
- O. NONDISCRIMINATION:** Both the District and Respondent agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Seamless Summer (SSO) will be discriminated against on the basis of race, color, national origin, age, disability, or sex. State agencies and District shall comply with the requirements of 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; Department of Agriculture regulations on nondiscrimination (7 CFR, parts 15, 15a, and 15b); and FNS Instructions 113-1 (7 CFR, Selection 210.23[b]).
- P. CALIFORNIA FIRM:** The successful firm must be licensed or incorporated to do business in the State of California.
- Q. SMALL BUSINESS AND MINORITY BUSINESS:** Small Businesses and Minority Business - (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority



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businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's



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business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Respondent, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Title 2, Code of Federal Regulations, Section 200.321 (a)(b)(1-6))

- R. COMPLIANCE WITH LAW:** The Respondent shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The District shall cooperate, as necessary, in the Respondent's compliance efforts.

The Respondent shall comply with all applicable federal regulations in 2 CFR, parts 200 and 400 and 7CFR, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California Education Code (EC), and California laws and regulations, where applicable.

S. RELATIONSHIP OF PARTIES

- a. Once the RFP is awarded, the Respondent's relationship with the District will be that of an Independent Contractor (thereafter referred to as **Contractor**) and not that of an employee or supervisor of the District. The Contractor will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Contractor for taxes, all of which will be the Contractor's responsibility. The Contractor agrees to indemnify and hold harmless the District harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. The Contractor will have no authority to enter into contracts that bind the District or create obligations on the part of the District (EC Section 45103.5).
- b. Where the District is a public school district or program operated by the County Office of Education, the Respondent, as an independent Contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (EC Section 45103.5).
- c. All services to be performed by the Respondent will be as agreed between the Respondent and the District. The Respondent will be required to report to the District concerning the services performed under this contract. The District shall determine the nature and frequency of these reports.
- d. The District is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this contract. Such authority includes but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.



T. RESPONDENT RESPONSIBILITIES

A. Food Service Program

1. The Respondent will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 CFR, Section 210.21[e]).
2. The Respondent shall have state or local health certification for any facility outside the school in which it is proposed to prepare meals, and the Respondent shall maintain this health certification for the duration of the contract (7 CFR, Section 210.1[c][2]).
3. The District participates in the School Breakfast Program (SBP), National School Lunch Program (NSLP), Children and Adults Care Food Program (CACFP), Seamless Summer Option (SSO), and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. The Buy American provision defines a domestic commodity or product as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR, Section 210.21(d).

B. School Food Authority Responsibilities

1. The District may not contract with the Respondent to provide only nonprogram food (e.g., a la carte and adult meals) unless the Respondent offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 CFR, Section 210.16[a]).
2. Districts with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the District shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 CFR Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 CFR Section 210.8[a][1]).
3. The District shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and general nature of its food service; and the prices children are charged for meals (7 CFR Section 210.16[a]).
4. The District shall retain responsibility for developing the meal pattern for students with disabilities when their disability restricts their diet and for those students without disabilities who are unable to consume regular lunch because of medical or other special dietary needs (7 CFR Section 210.10[m]).



5. The District shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 CFR Section 210.16[a][5]).
6. The District shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 CFR Section 210.21).
7. The District shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (EC Section 49558).
8. The District shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (7 CFR Section 245.6).
9. If the District uses direct certification of eligibility, the District shall be responsible for obtaining the direct certification list at least three times annually.
10. The District shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the Respondent, to the extent that such information is necessary for the Respondent to fulfill its obligations under this contract. The Respondent will not disclose the eligibility status of individual students or confidential information provided. (EC Section 49558)
11. The District shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 CFR Section 245.7).
12. The District shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 CFR sections 245.6 and 245.6[a]).
13. The District shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 CFR Section 210.16[a][8]).
14. The District shall maintain applicable health certification and ensure that all state and local regulations are being met at District facilities (7 CFR Section 210.16[a][7]).

U. BUY AMERICAN REQUIREMENTS

A. Respondents Responsibilities

1. The Respondents must submit statements for all processed agricultural products to the District at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51% percent, by weight or volume (USDA Policy Memo SP38-2017). The Respondent must be fully compliant with all applicable California legislation pertaining to Buy American/domestic regulations and Buy California. If the percentage is less than 51%, then the Respondent will notify the SFA of the non-domesticity of the processed end product.
2. The Respondent must notify the District in writing at least ten (10) days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative



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domestic substitutes for the SFA to consider and provide an explanation for the following:



- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product.
3. The Respondent will provide certification of domestic origin for products which do not have county of origin labels.

B. School Food Authority Responsibilities

1. The District shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract, plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.
2. The District shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless the Respondent has received prior approval from the District for nondomestic agricultural commodities or products.
3. The District must ensure Respondent compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring the Respondent to certify the domestic percentage of the agricultural food component of products.

V. U.S. DEPARTMENT OF AGRICULTURE FOODS

A. Respondent Responsibilities

1. The Respondent shall fully use, to the maximum extent possible donated foods made available by the District solely for the purpose of providing benefits for the District's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR*, Section 250.53, the Respondent shall comply with the following provisions relating to the use of donated foods, as applicable. The Respondent will provide the method and frequency of by which the crediting will occur and document that the value of all donated food will be credited.
 - a) The Respondent must credit the District for the value of all donated foods (including both entitlement and bonus foods) received for use in the District's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Respondent procures processed end products on behalf of the District or acts as an intermediary in passing on the donated foods value of processed end products to the District (7 *CFR*, Section 250.51[a]).
 - b) The Respondent shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the District's food service from the District's (monthly/quarterly) invoice.



ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at:

<http://www.fns.usda.gov/fdd/processor-pricing-reports>.

3. The Respondent will be responsible for any activities relating to donated foods in accordance with 7 CFR, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 CFR, Part 250.
4. The Respondent shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The Respondent must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of drug or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).
6. The Respondent shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 CFR, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 CFR, Section 250.51(b). The Respondent must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The Respondent will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR, Part 250 (7 CFR, Section 250.53[a][8]).
9. The Respondent will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 CFR, Section 250.53[a][9]).
10. The Respondent will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR, Section 250.54(b).

B. School Food Authority Responsibilities

1. The District shall retain title to all donated foods and ensure that all donated foods received by the District and made available to the Respondent accrue only for the benefit of the District's nonprofit school food service and are fully used therein (7 CFR, Section 210.16[a][6]).
2. The District shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 CFR, Section 210.9[b][15]).
3. The District will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the contract) to ensure that the Respondent has credited the value of all donated foods in accordance with (7 CFR, sections 210.9[b] [15]).
4. The District will not extend or renew any Contract if the Respondent did not fulfill all Contract provisions relating to donated foods (7 CFR, Section 250.53[a][12])



C. The Respondent shall

1. Purchase food and supplies, in quantities required for the District to prepare and serve meals on such days and at such times as requested by the District.
2. Quantities and food specifications shall meet all meal pattern requirements in order for the District to offer meals to all eligible children through the District's food service program.
3. Purchase food and supplies in order for the District's food service program to meet the requirements as established in 7 CFR Part 210 and 220, as applicable.

W. RESPONDENT'S EMPLOYEES:

1. The District reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
2. The Respondent shall provide the District with a schedule of employees, positions, assigned locations, salaries, and work hours. The Respondent will provide specific locations and assignments to the District for the Fiscal Year prior to the commencement of operation.
3. The Respondent shall comply with all wage and hours of employment requirements of federal and state laws. The Respondent will be responsible for supervising and training their personnel.
4. The Respondent agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this contract.
5. The Respondent agrees to furnish the District, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
6. The Respondent will be solely responsible for all personnel actions regarding employees on its respective payroll. The Respondent shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The Respondent shall indemnify, defend, and hold the District harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

X. BOOKS AND RECORDS:

1. The District and the Respondent must provide all documents necessary for an independent auditor to conduct the District's single audit. The Respondent shall maintain such records as the District will need to support its Claims for Reimbursement. Such records shall be made available to the District upon request and shall be retained in accordance with 7 CFR Section 210.16(c)(1).
2. The District and the Respondent shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS, and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this contract is terminated unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 CFR Section 210.9[b][17]).
3. The Respondent shall not remove state or federally-required records from the District premises upon contract termination.
4. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives, must have the right of access to any documents, papers, or other records of the Respondent and the District that are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Respondent and District's personnel for the purpose of interview and discussion related to such documents (2 CFR,



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Section 200.336[a]).



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5. The distributing agency/CDE, recipient agency/District, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the Respondent's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 CFR, Section 250.53[a][10]).

Y. MONITORING AND COMPLIANCE:

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

Z. EQUIPMENT, FACILITIES, INVENTORY, AND STORAGE:

1. The Respondent shall monitor the food service operation of the District through periodic on- site visits in order to develop recommendations for improvement of the food service program.
2. The District will make available to the Respondent, without any cost or charge, area(s) of the premises agreeable to both parties in which the Respondent shall render its services. The District shall provide the Respondent with local telephone service. The District shall not be responsible for loss or damage to equipment owned by the Respondent and located on the District's premises.
3. The Respondent shall notify the District of any equipment belonging to the Respondent on the District's premises within 10 days of its placement on the District's premises.
4. The premises and equipment provided by the District for use in its nonprofit food service program shall be in good condition and maintained by the District to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health, including, without limitation, Occupational Safety and Health Administration regulations. The District further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the District and shall be at the District's expense. This provision shall survive the termination of this contract.
5. The District shall have access, with or without notice, to all of the District's facilities used by the Respondent for purposes of inspection and audit.
6. Ownership of the beginning inventory of food and supplies shall remain with the District.
7. Ownership of all nonexpendable supplies and capital equipment shall remain with the District. However, the Respondent must take such measures as may be reasonably required by the District for protection against loss, pilferage, and/or destruction.



AA. CERTIFICATIONS:

1. The Respondent warrants and certifies that in the performance of this contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 CFR parts 200 and 400; 7 CFR parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The Respondent agrees to indemnify the District and the CDE against any loss, cost, damage, or liability by reason of the Respondent's violation of this provision.
2. **COVID-19 Certification.** The Respondent and the Respondent parties shall at all times comply with the Covid-19 certification requirements as set forth below. Respondent hereby represents and warrants to District the following:

That it is aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including Public Health Guidance for K-12 Schools and Child Care Settings to Support Safe In-Person Services and Mitigate the Spread of communicable diseases.

The District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

3. The Respondent shall submit all Federal and State Certifications required in this Request for proposal and comply with all applicable requirements.
4. **Lobbyist Certification** - The Respondent and the Respondent parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Respondent hereby represents and warrants to District the following:
 - i. Respondent and/or Respondent parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.
 - ii. Respondent and/or Respondent parties Services hereunder shall or may include lobbying. Respondent and/or Respondent parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Respondent shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Respondent and shall be available to District upon request or audit.
5. **Conflict of Interest Certification** - The Respondent and the Respondent parties shall at all times comply with the conflict-of-interest certification requirements as set forth below. Specifically, by checking the one applicable option below.

Respondent hereby represents and warrants to District the following:

- Respondent and/or Respondent parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Respondent's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Respondent and/or Respondent parties have read and understand the District's Conflict of Interest Code and, Respondent knows or has reason to believe that Respondent has a conflict of interest that requires disclosure and Respondent and/or Respondent parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Respondent shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Respondent and shall be available to District upon request or audit.



BB. INSURANCE

The parties shall maintain the following insurances:

- A. Workers' Compensation Insurance - Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.
- B. Comprehensive or Commercial Insurance - The Respondent shall maintain during the term of this contract, for protection of the District and the Respondent, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$2,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the Respondent-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the Respondent under the contract and, upon request, shall provide the District with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the District. With the exception of Workers' Compensation Insurance, the District shall be named as an additional insured under the Respondent policies of insurance to the extent the District is indemnified pursuant to this contract.

Orchard School District, its officials, employees, and volunteers are to be named additional insured by endorsement.

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

CC. TERMINATION

For Cause: Either party may cancel for cause with a 60-day notification if either party breaches a provision of this contract (7 CFR Section 210.16[d]) and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this contract upon expiration of the 60-day period.

For Convenience: This contract may be terminated, in whole or in part, for convenience by the District with the consent of the Respondent, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR Section 200.339[a][3]). The contract may also be terminated, in whole or in part, by the Respondent upon written notification to the District, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the contract will not accomplish the purposes for which the Contract was made, the District may terminate the contract in its entirety (2 CFR, Section 200.339[a][4]). The rights of termination referred to in this contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity at law or in equity.



🐾 Address: 921 Fox Lane, San Jose, CA 95131 🐾 Phone: (408) 944-0388 🐾 Fax: (408) 944-0394 🐾

DD. ASSIGNMENT PROHIBITED: No contract awarded under this proposal shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the Board of Trustees.

EE. NO CONTACT WITH BOARD OF TRUSTEES: Respondents may not contact any member of the Orchard Board of Trustees regarding this RFP, unless specifically invited to an interview conducted by the Board.

FF. NON-DISCRIMINATION: The Orchard School District does not discriminate in the selection, acceptance, or treatment of any Respondent based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by Respondents and subcontractors, and may require the successful vendor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement, in compliance with Government Code 12990.

GG. FORCE MAJEURE

A. Neither party shall be liable to the other for the delay in, or failure of, performance, nor shall any such delay in or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

1. Force majeure does not include any of the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere or an oversold condition of the market.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence.
- c. Inability of the Contractor or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits.

B. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as practicable and no later than the following workday or the commencement thereof and shall specify the causes of such delay. Such notice shall be delivered by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment as long as the amended period does not violate 7 CFR Section 210.16(d).

C. Any delay or failure in performance by either party caused by force majeure shall not constitute default or give rise to any claim for damages or loss of anticipated profits.

HH. COMPLIANCE WITH THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The District shall cooperate, as necessary, in the Contractor's compliance efforts.

The Contractor shall comply with all applicable federal regulations in 2 CFR, parts 200 and 400 and 7 CFR, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California Education Code (EC), and California laws and regulations, where applicable.

ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned hereby acknowledges receipt and acceptance of the above Terms and

Conditions. **Firm Name:** _____

Authorized Signature and Date _____

Printed Name: _____

Title: _____