

Delhi Unified School District

REQUEST FOR PROPOSAL

**FIXED PRICE CONTRACT WITH COST
REIMBURSEMENT OPTION FOR
FOOD SERVICE CONSULTANT COMPANY
Bid # 2023-24 FSC 001**

by

Delhi Unified School District
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Maria Romero
Analyst I Specialist
fiscal@delhiusd.org

Mailing address
9716 Hinton Ave
Delhi, CA 95315
209-656-2000 ext 1105

Request for Proposal

Table of Contents

Introduction/Purpose Of Solicitation	3
Schedule Of Events	5
General Instructions For Respondents	6
Proposal Requirements	11
Evaluation Of Proposals	14
Attachment A: Mandatory Tour	16
Attachment B: Attachments Checklist	17
Attachment C: Minimum Qualifications	18
Attachment D: FSC Professional Standards	19
Attachment E: Proposal Questionnaire	21
Attachment F: Respondent References	23
Attachment G: Authorization Agreement	24
Attachment H: Fee Proposal	25
Attachment I: Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters	26
I-Part 1: Disclosure Of Lobbying Activities and Instructions	27
I-PART 2: Debarment, Suspension, and Other Responsibility Matters	
Attachment J: Certificate of Independent Price Determination	30
Attachment K: Attachment 21 Day Cycle Menu	31
Exhibit 1	32
Model Fixed-Price Contract with Cost Reimbursement Option	33

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a Fixed-Price Contract with Cost Reimbursement Option with a food service consultant company (FSC) that will provide Delhi Unified School District (hereinafter referred to as the school food authority Delhi Unified School District with food service consultant assistance for their food service operation. The FSC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract with Cost Reimbursement Option.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in Community Eligibility Provision (CEP), National School Lunch Program, School Breakfast Program, After School Snack Program, After School Supper Program, Seamless Summer Feeding Program, USDA Commodities Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program with purchasing flexibility. General food service goals are to:

- Provide an appealing and nutritionally sound program and return at least 40% scratch and semi-scratch cooking for all students.
- 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
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Working toward having 100% of students turn in income forms each SY prior to April.
- Maintaining reasonable prices for students and adults participating in the food service program and purchasing new items that meet nutritional standards may increase costs over purchasing products that meet reimbursement, but students do not consume.
- Maintain student and staff morale and Customer Service at a high level.

SFAs 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 SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

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

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

**Schedule of Events
for
RFP Bid 2023-24 FSC 001**

- | | |
|--|----------------------------|
| ● Release of RFP | February 14, 2023 |
| ● First Public Notice | February 14, 2023 |
| ● Second Public Notice | February 21, 2023 |
| ● Mandatory Tour | February 23, 2023, 11:00am |
| ● Respondent Question Submission Deadline | February 24, 2023, 12:00pm |
| ● SFA Provides Answers | February 27, 2023 |
| ● Deadline for Submission of Sealed Proposal | February 28, 2023, 2:00pm |
| ● Proposals Opened | February 28, 2023, 3:00pm |
| ● Proposals Evaluated | March 15, 2023 |
| ● Board Meeting – Proposal Approval | April 19, 2023 |
| ● Anticipated Contract Award Date | April 20, 2023 |

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment on the Delhi Unified Business Services Webpage at www.delhi.k12.ca.us.

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend. (Attachment A)

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall provide payment terms within their proposal.
8. The SFA participates in meal programs that require the use of 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, Section 220.16(d)).
9. The Respondent will document why a 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 food being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to Buy American Provision.

10. The Respondent will provide documentation about the percentage of domestic product in any processed end-product. If the percentage is less than 51%, then the Respondent will notify the SFA of the non-domesticity of the processed end-product.
11. The Respondent will provide certification of domestic origin for products which do not have country of origin labels.
12. 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)]
13. The Respondent shall include a 21 Day Cycle menu. [7 CFR, Section 210.10]
14. The Respondent shall include meal pattern requirements for after school snacks, as per 7 CFR, Section 210.10.
15. The Respondent shall include meal pattern requirements for breakfast, as per 7 CFR, Section 210.10.
16. The Respondent must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end-products. [7 CFR. Section 250.51(a)]
17. The Respondent will provide the method and frequency by which the crediting will occur and document that the value of all donated foods will be credited. [7 CFR, Section 250.51(b)]
18. The Respondent will provide the method of determining the donated food values to be used in crediting. [7 CFR, Section 250.51(c)]
19. The Respondent shall agree to penalties for nonperformance. [7 CFR. Section 210.16(b)(2)]
20. 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 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 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 contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. [Title 2, CFR, Section 200.321(a)(b)(1-6)]

21. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
22. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on www.delhi.k12.ca.us/ The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by email, postal mail, or fax.
23. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
24. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
25. The SFA will not consider a joint proposal submitted by two or more entities.
26. 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.
27. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
28. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

29. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
30. Respondents may submit their questions regarding the information presented in this RFP to Maria Romero in writing by postal mail at 9716 Hinton Ave. Delhi, CA 95315, e-mail at fiscal@delhiusd.org, no later than February 24, 2023 at 2:00 PM. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
31. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
32. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.
33. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour.
34. Respondents shall submit three (3) paper copies and one copy in digital format (e.g., CD, DVD, flash drive, etc.).
 - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

RFP/BID #2023-24 FSC 001
Proposal - Food Service Consultant Company

[Enter FSC Name Submitting Proposal]

Delhi Unified School District
Attn: Maria Romero
Analyst I Specialist
9716 Hinton Avenue
Delhi, CA 95315
fiscal@delhiusd.org

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

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

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP

- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (**Note:** the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

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

C. Attachments Checklist

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

D. Minimum Qualifications

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

E. FSC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

F. Proposal Questionnaire

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

G. Respondent References

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

H. Authorization Agreement

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

I. Fee Proposal

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

J. Certifications

The Respondent must complete the certifications (Attachments I, Part 1 and 2) and return them with the proposal package.

K. Certificate of Price Determination

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

L. 21 Day Cycle Menu

The Respondent must submit (as Attachment K) a 21 Day Cycle menu with the proposal package.

Evaluation of Proposals

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

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

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	5
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	5
Corporate capability and experience as measured by performance record, relevant experience, number of SFAs served, client retention and satisfaction, and references.	5
The financial stability of the Respondent.	5
Experience with School Breakfast and National School Lunch Community Eligibility Provision (CEP) Programs	10
Experience with school districts of like size and demographics.	10
Plan to increase scratch/semi scratch cooking 50% all sites	10
Quality and appearance of examples of promotional materials for display in cafeterias.	5

Quality and appearance of examples of menus. and Recipes for food service to follow in the menu.	15
Demonstration of service and support of student and community events outside of the NSLP.	5
Transition Plan	5
Cost /Purchasing power	20
TOTAL POINTS	100

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

Attachment A

Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour Thursday February 23, 2023 11:00 A.M. @ Harmony School and
Schendel School

Harmony School, 16464 August Ave. Delhi CA 95315
Schendel School, 16114 Schendel Ave. Delhi CA. 95315

Thursday February 23, 2023 11:45 A.M. @ El Capitán School and
Delhi High School

Delhi High School 16881 Schendel Ave, Delhi, CA 95315
El Capitan Elementary 10115 5th Street Delhi, CA 95315

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment B

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 SFA. 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.

Attachment	Attachment Name
_____ 1	Cover Letter
_____ 2	Table of Contents
_____ 3	Attachments Checklist Attachment B
_____ 4	Minimum Qualifications Attachment C
_____ 5	FSC Professional Standards Attachment D
_____ 6	Proposal Questionnaire Attachment E
_____ 7	Respondent References Attachment F
_____ 8	Authorization Agreement Attachment G
_____ 9	Fee Proposal Attachment H
_____ 10	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters. Attachment I (Part 1 & 2)
_____ 11	Certificate of Independent Price Determination Attachment J
_____ 12	21 Day Cycle Menu Attachment with Recipe cards K

Attachment C

Minimum Qualifications

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

As of February 28, 2023, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five years of experience with food service programs in schools.

Yes _____ No _____

2. The Respondent has the resources and ability to provide a minimum of 40 hours per week of on-site support services.

Yes _____ No _____

3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program, Seamless Summer Feeding Program, After School Snack Program, CEP, California Universal meal program USDA Commodities, Administrative reviews.

Yes _____ No _____

4. The Respondent has knowledge and experience with catering and will organize all catering events including being present at events after-hours and on week-ends.

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

Attachment D

FSC Professional Standards

FSC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSC staff performing any of the duties described above.

The FSC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations (7 CFR)*, Section 210.30, which can be viewed at the following Web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the FSC proposes for placement meet the minimum professional standards.
- The FSC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSC shall remove from the SFA premises any staff who fail to take the required annual training.

- The FSC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
 - a. Your description must include information on the year your company was founded; what the primary business(es); the length of time the company has been providing food service consultant services (consulting, food purchase, etc.) and related services as described in this RFP.
 - b. In addition, provide the duration and extent of experience the company has with similar SFA food services.
2. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs (this may be more than 2 pages):
 - a. Current SFA's
 - b. Those that have discontinued or terminated your company's services in the last years and the reason(s) why.
5. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
6. Provide experience with School Breakfast and national School Lunch Programs, including
 - a. Experience with working with high populations of free and reduced students.
 - b. Experience supporting high percentages of hispanic populations.
 - c. Experience with school districts of like size and demographics
 - d. Standardized recipe cards to be used for menu items
7. Provide sample marketing plans to increase breakfast participation.

8. Provide a description and pictures of promotional and marketing materials for display in cafeterias.
9. Provide examples of menus with Recipe cards.
10. Describe activities that the Respondent has done in other districts to support students and community events and activities outside of the daily NSLP.
11. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
12. Provide a description of ability to purchase food, supplies, and equipment during emergencies, and supply chain issues.

Attachment F

Respondent References

List three references to which the Respondents of school districts under 5,000 ADA have provided food service management services within the past 3 year(s).

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 G

Authorization Agreement

Request for Proposal for Food Service Consultant Company
RFP Number: 2023-24 FSC 001

We, [Enter FSC 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, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price with Cost Reimbursement Option Contract issued by Delhi Unified School District.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Delhi Unified School 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.

FSC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative _____

Date Signed: _____

Attachment H

Fee Proposal

All costs related to preparing and serving the meal are to be included in a maximum fixed cost per meal. Costs for janitorial and maintenance supplies are excluded.

COST PER MEAL		
1. LINE ITEM	2. Estimated Number of Units to be served	3. Maximum Fixed Cost per Meal
Breakfast	162,148	\$ 1.037
Lunch	270,184	\$ 2.075
Snacks	31,188	\$ 0.692
Non-reimbursable meals	2500	\$2.075

Conversion Factor for Dollars Sales of Non-Reimbursable Meals to Meal Equivalent	
<i>For Example, \$4 sales equals 1 meal equivalent.</i>	
1. LINE ITEM	2. Conversion Factor
Alacarte Meals	\$4.00
Adult and Other Non-reimbursable Meals	\$4.00
Catering	\$4.00

Attachment I

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

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

LOBBYING

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

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

Attachment I (Part 1 of 2)
Disclosure Of Lobbying Activities and Instructions

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

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: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subaward' ee, 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: <table style="width: 100%;"> <tr> <td style="width: 70%;">Telephone No: ()</td> <td style="width: 30%;">Date:</td> </tr> </table>	Telephone No: ()	Date:
Telephone No: ()	Date:			
FEDERAL USE ONLY:		<i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97))		

INSTRUCTIONS

Disclosure Of Lobbying Activities (SF-LLL)

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 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, the US. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment I (Part 2 of 2)

Debarment, Suspension, and Other Responsibility Matters

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

A. The contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment J

Certificate of Independent Price Determination

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

Name of FSC

Name of SFA

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

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

Signature of FSC's
Authorized Representative

Title

Date

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

Signature of SFA's
Authorized Representative

Title

Date

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

Attachment K: 21 Day Cycle Menu
Please attach to your Proposal

Exhibit 1

Model Fixed-Price Contract with Cost Reimbursement Option **FOOD SERVICE CONSULTANT COMPANY**

Delhi Unified School District
FOOD SERVICE PROGRAM

9716 Hinton Ave. Delhi, CA 95315

209-656-2000

Fax: 209-668-8099

Model Fixed-Price Contract Table of Contents

Contract Summary	34
Model Fixed-Price Contract	35
I. Introduction.	
II. General Terms and Conditions.	35
III. Relationship of the Parties.	42
IV. Food Service Program.	43
V. U.S. Department of Agriculture Foods.	45
VI. Meal Responsibilities.	48
VII. Food Service Management Company Employees.	48
VIII. Books and Records.	49
IX. Monitoring and compliance.	50
X. Equipment, Facilities, Inventory, and Storage.	50
XI. Certifications.	51
XII. Insurance.	52
XIII. Termination.	53
Scope Of Work	55
Schedule Of Fees	61

Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER	
		REGISTRATION NUMBER	
1 This contract is entered into between the school food authority and the food service management company named below:			
SCHOOL FOOD AUTHORITY NAME			
FOOD SERVICE CONSULTANT COMPANY NAME			
2 The term of this Contract is for one year, commencing on		and ending on	
3 The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served \$			
4 The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract. Request for Proposal Released Enter page(s) Contractor Proposal Received Enter page(s) Attached Terms and Conditions Enter page(s) Exhibit A: Scope of Work Enter page(s) Exhibit B: Schedule of Fees Enter page(s)			
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE CONSULTANT COMPANY		California Department of Education Use Only	
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature)	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
BY (Authorized Signature)	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
		<input type="checkbox"/> Exempt per:	

Model Fixed-Price Contract and Cost with Reimbursable Option.

I. Introduction

The Delhi Unified School District, hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the food service management company (FSC) to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSC shall commence providing Services under the Contract on July 1, 2023 and continue through June 30, 2024. After careful consideration, the SFA may annually renew this Contract for four additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.(Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSC Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSC
Name:	Name:
Title:	Title:
Address:	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk 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 FSC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract. (Title 2, *Code of Federal Regulations* [2 CFR], sections 200 & 400).

2. Payment Terms

The FSC shall submit monthly invoices by the 10th day of the following month that reflect all activity for the previous calendar month. The FSC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations* (2 CFR), parts 200 or 400, as applicable. The SFA will pay invoices submitted by the FSC within 30 calendar days of the date the invoice is submitted for payment. The SFA will notify the FSC of invoices that do not pass audit, with no penalty accruing to the SFA if the invoices pass the SFA's audit (7 CFR, sections 210.14[a] 210.19[a], 210.21[c][3]). The SFA will notify the FSC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 CFR, sections 210.19[a][1], 210.14[a], 210.21

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FSC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not

meet detailed food component specifications as developed by the SFA for the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

D. Contract Cost Adjustment

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 so 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 of the Contract will require the SFA to rebid the Contract.2 *CFR*, Section 200.32[b][5]).

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA 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 SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE.(7 *CFR*, Section 210.19 [a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party. (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [B][4])

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

K. Written Commitments

Any written commitment by the FSC relative to the services herein shall be binding upon the FSC. Failure of the FSC to fulfill any such commitment shall render the FSC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSC 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 FSC and the SFA, and the FSC and the SFA 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 government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/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 SFA are to be used.

P. Indemnification

The FSC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, 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 FSC's acts or omissions, willful misconduct, negligence, or breach of the FSC's obligations under this Contract by the FSC, its agents, employees, or other persons under its supervision and direction.

The FSC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Penalties

For the breach of the Contract and associated benefits:

If the FSC causes the breach, the FSC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

R. Small and Minority Businesses - Prime Contractors and Subcontractors

(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 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 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 contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 *CFR*, Part 200.321[a][b][1-6])

S. The FSC shall comply with the provisions referenced in Appendix II to 2 *CFR* Part 200, which include but are not limited to:

- a) Equal Employment Opportunity (for contracts in excess of \$100,000)
- b) Davis Bacon Act (for construction contracts in excess of \$2,000)
- c) Rights to Inventions Made Under a Contract or Agreement (if applicable).
- d) Byrd Anti-Lobbying Amendment [(31 U.S.C. 1352) (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more)]

T. Force Majeure

1. Neither party shall be liable to the other for 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.

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

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

3. 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 work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent 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).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities.) (2 *CFR*, Section 210.23[b])

V. Compliance with the Law

The FSC 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 SFA shall cooperate, as necessary, in the FSC's compliance efforts.

The FSC shall comply with 2 *CFR* parts 225 or 230 as applicable, 7 *CFR* parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 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), 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract. (California *Education Code [EC]*, Section 45103.5[b]).

III. Relationship of the Parties

A. The FSC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSC for taxes; all of which will be the FSC's responsibility. The FSC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC* Section 45103.5).

B. Where the SFA is a public school district or program operated by the county Office of Education, the FSC, 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), or USDA Commodities.

C. All services to be performed by the FSC will be as agreed between the FSC and the SFA. The FSC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA 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.

IV. Food Service Program

A. Food Service Consultant Company Responsibilities

1. The SFA participates in the National School Lunch Program and School Breakfast Program 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).

2. The FSC will provide documentation justifying their use of exceptions to the Buy American provision.

3. The FSC will provide documentation about the percentage of domestic product in any processed end product.

4. The FSC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meals and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
3. SFAs 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 SFA 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]).
4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR* Section 210.16[a][4]).
5. The SFA 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 the regular lunch because of medical or other special dietary needs (7 *CFR* Section 210.10[m]).
6. The SFA 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]).
7. The SFA 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).
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
9. The SFA 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. (*EC* Section 49558 and 7 *CFR*, Section 245.6).

10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
11. The SFA 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 FSC, to the extent that such information is necessary for the FSC to fulfill its obligations under this Contract. The FSC will not disclose the eligibility status of individual students or confidential information provided.
12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR* Section 245.7).
13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR* sections 245.6 and 245.6a).
14. The SFA 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]).
15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at an SFA facility (7 *CFR* Section 210.16[a][7]).

V. U.S. Department of Agriculture Foods

A. Food Service Consultant Company Responsibilities

1. The FSC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR* Section 210.16[a][6]).
2. In accordance with 7 *CFR* Section 250.53, the FSC shall comply with the following provisions relating to the use of USDA Foods, as applicable:

- a. The FSC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR* Section 250.51[a])
- b. The FSC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:
 - i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year that the USDA 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 FSC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.
4. The FSC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.&7 CFE, Section 250.13[e])
5. The FSC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR* Section 250.51[d]).
6. In accordance with 7 *CFR* Section 250.51(d), the FSC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).
7. According to 7 *CFR* Section 250.53(a)(7), the FSC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.

8. The FSC 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.
9. The FSC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods. (7 *CFR*, Section 250.53[a][9]).
10. The distributing agency, sub distributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (7 *CFR*, Section 250.53[a][10])
11. The FSC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods. (7 *CFR*, Section 250.53[a][12]).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR* Section 210.16[a][6]).
2. The SFA 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 SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).

VI. Meal Responsibilities

A. The SFA shall:(7 CFR, Section 250.549[a] and [c]):

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.(7 CFR, Section 250[a] and [c]).
2. Provide meals through the SFA's food service program that meet the requirements as established in 7 CFR Part 210.
3. Retain sole control of the preparation, delivery, and service of meals.

VII. Food Service Consultant Company Employees

- A.** The FSC shall only place staff for work in the SFA that met the minimum professional standards outlined in 7 CFR 210.30 which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf. The SFA shall ensure that all staff the FSC proposes for placement meet the minimum professional standards. The FSC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSC shall remove from the SFA premises any staff who fail to take the required training.

The FSC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

- B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C.** The FSC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSC will provide specific locations and assignments to the SFA 2 calendar weeks prior to the commencement of operation.
- D.** The FSC shall comply with all wage and hours of employment requirements of federal and state laws. The FSC will be responsible for supervising and training their personnel.
- E.** The FSC 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.

- F.** The FSC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G.** The FSC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSC 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 FSC shall indemnify, defend, and hold the SFA 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.

VIII. Books and Records

- A.** The SFA and the FSC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSC shall maintain such records as the SFA will need to support its Claims for Reimbursement. 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).
- B.** The SFA and the FSC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS 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 200.336[a]).
- C.** The FSC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The SFA and the FSC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (2 *CFR* Section 200.336[a]).

IX. Monitoring and Compliance

- A.** The FSC shall monitor the food service operation of the SFA through periodic onsite visits in order to develop recommendations for improvement of the food service program.
- B.** The FSC 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.
- C.** The SFA shall establish internal controls that ensure the accuracy of lunch 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:
 - An onsite review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR* Section 210.8[a][1])
 - Comparisons of daily free, reduced price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

X. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the FSC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSC shall render its services. The SFA shall provide the FSC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSC and located on the SFA's premises.
- B.** The FSC shall notify the SFA of any equipment belonging to the FSC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA 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 SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.

- D. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSC for purposes of inspection and audit.
- E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- F. All USDA Foods shall remain with the SFA.(7 CFR Section 210.16[a][6])
- G. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XI. Certifications

- A. The FSC 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 ; 7 *CFR* parts 210,215, 220, 225, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSC's violation of this provision.
- B. The FSC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C. The SFA and FSC shall comply with all applicable standards, orders, or regulations issued, including:
 - Section 306 of Clean Air Act (42 *U.S.C.* 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - Section 508 of the Clean Water Act (33 *U.S.C.* 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>

- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSC agrees not to use a facility listed on the EPA's List of Violating Facilities

D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR* Section 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act:
<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The SFA and the FSC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. Contract Work Hours and Safety Standards Act Compliance:
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>

The FSC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

XII. 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 FSC shall maintain during the term of this Contract, for protection of the SFA and the FSC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSC under the Contract and, upon request, shall provide the SFA 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 SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA 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.

XIII. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

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])). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching 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. (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSC, 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*, Part 200).. The Contract may also be terminated, in whole or in part, by the FSC upon written notification to the SFA, 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 SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under either 2 *CFR*, Part 200, Appendix II(B)., pursuant to 7 *CFR* Section 3016.44. 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.

Scope of Work

1. Overview of Delhi Unified School District Food Service Program

- A. Scale. The district operates 4 cooking kitchens to serve meals on site. The SFA employs 23 persons who provide food service to approximately 2,500 children at 4 sites. The food service prepares approximately 270,184 lunches, 162,148 breakfasts, and 31,188 snacks annually.
- B. Financial Goals. The FSC will offer recommendations to consultants of operational changes that could result in more efficiency and cost effective operations.
- C. Consultant Goals.
 - 1. Effective marketing plans to increase student participation in both lunch and breakfast programs. Proper communication with Food Service staff.
 - 2. Offer daily a variety of nutritious meals that students will enjoy in a restaurant-like setting that is friendly, clean, and inviting.
 - 3. Control food costs by reconciling order guides and production records to ensure efficient use of food with flexibility in purchasing items.
 - 4. Support district needs for catering of internal events and meetings.
 - 5. To have programs welcoming the community.
 - 6. Fixed Price model with options to purchase better quality products.
 - 7. Consultant for a five day work week and after hours as needed.
 - 8. Implement scratch cooking recipes to all sites.
 - 9. Provide user friendly Recipes cards for daily use.
 - 10. Provide Menus in a timely manner for posting and distribution each month.
 - 11. Provide breakfast portions that are complete in the serving without additional grains to complete Nutritional requirements.
 - 12. Implement an effective method of inventory for all stocked items.
 - 13. Assist in developing local recipes to meet contributions.
 - 14. Provide assistance in purchasing new equipment.
 - 15. Provide nutritional training and venues for staff to attend relevant subject matters.
 - 16. Assist the Food Service Department with Board meetings and presentations to stakeholders.
 - 17. Implement modern marketing plan for Delhi Food Service Department using Graphics, Technology, Data, and Tasting of new items.
 - 18. Schedule yearly expectation meeting.
 - 19. Develop an effective Survey for all school sites (grade appropriate).
 - 20. Focus on all prepared foods with the mindset “would I purchase this item”.
 - 21. Provide shortages from supplier vendors in a timely manner to ensure the Food Service department can properly substitute and make changes to the menu.

22. Ability to purchase food supplies outside of Consultants approved list of purchasing that are premium selected food items and supplies.

D. Food Service Office and Staff. The food service office is located at Delhi High School. The number of food service office staff is 0.50 FTE, excluding the Director.

E. National School Lunch Program and School Breakfast Program.

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	TK-12	2,451	1,826	170	1,456	200
School Breakfast Program (SBP)	TK-12	2,451	981	7	885	89
NSLP Afterschool Meal Supplements (AMS) (Snacks)	TK-12	2,451	314	0	314	0
Seamless Summer Feeding Option (SSFO) June-July 2022 (30 days of operation)	N/A	388	L: 336 B: 90	N/A	Lunch 6,051 Break 1,621	N/A

*These numbers are based on full enrollment as of October 5 for the 2021-22 school year. There is no guarantee these numbers will be met.

2. Description of FSC Responsibilities

General: under the direction of the SFA's Food Service Director, the FSC selected pursuant to this RFP will provide the following. Provide technical assistance and recommendations in the National School Lunch and School Breakfast Program on compliance issues, provide marketing ideas and menu options to maximize student participation, and organize catering activities. In addition, the FSC will employ a qualified professional to be on-site a minimum of 24 hours per week to observe operations and menus for quality, and prepare operational analysis.

Responsibilities of the FSC shall include:

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the reasonable price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSC.

When a food item is requested by SFA that isn't available from the FSC's standard vendors, the FSC will make every effort to purchase the item to meet the needs of the SFA.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Facility or Site Operations

The FSC shall recommend to Food Service Director :

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required

- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; with flexibility thereafter, the FSC may only make changes with the SFA's approval (7 *CFR* 210.16[b][1]).

Provide recommendations for menu development that will result in the best quality of products and services at the reasonable price for the food service program.

Seek student and parent input on successful menu variation (including ideas for addressing the tastes of the district's ethnic population), and planning.

Provide, upon request by the SFA, 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

D. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

E. Staff

Recommend for staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

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 service.

F. Records

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.

Maintain employment records that show FSC staff have all professional and health certifications as required by federal or state law and the SFA

G. Education

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 FSC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSC and the Food Service Director, other SFA staff, and/or the school board, upon request

H. Reports

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 SFA contact by the FSC consultant/representative on or before the **10th** of each month (*7 CFR* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

I. Point of Service

Observe the compliance of point of service meal/milk count; such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under *7 CFR* Section 245.8

3. Specific FSC Tasks

Provide to school site Order Guides and Production Records
Delivery of the 5th day of the current month for the next month

Completion of Monthly School Menus for publication and distribution. (Time sensitive)
Delivery of the 5th day of the current month for the next month

Place site food/supply orders with vendors
To be done weekly

Assist with the ordering of commodities
As needed

Provide promotional materials to implement district's marketing plan
Prior to the start of school, or as needed during the year.

Present two presentations each school year to Delhi USD Stakeholders at monthly
Board Meetings.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

All costs are based on the average daily participation of 1,720 students in the district and 180 regular school days.

Cost per Meal

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

COST PER MEAL		
1. LINE ITEM	2. Estimated Number of Units to be served	3. Maximum Fixed Cost per Meal
Breakfast	162,148	\$
Lunch	270,184	\$
Snacks	31,188	\$
Non-Reimbursable Meals	Unknown	\$

Conversion Factor for Dollars Sales of Non-Reimbursable Meals to Meal Equivalent	
<i>For Example, \$3 sales equals 1 meal equivalent.</i>	
1. LINE ITEM	2. Conversion Factor
Alacarte Meals	\$
Adult and Other Non-reimbursable Meals	\$
Catering	\$

