

REQUEST FOR PROPOSAL
RFP#03-22-23
ELS CACFP MEAL VENDING SERVICES

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education (SCCOE) calls for proposals to be received in Purchasing Services at 1290 Ridder Park Drive MC 242, San Jose, California 95131-2304 by **Wednesday, September 14, 2022@ 3:00PM**. There will not be a formal RFP opening for these proposals. All proposals will be evaluated for pricing, specifications, and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Bidders must comply with the instructions contained in the proposal package. It shall be the full responsibility of all bidders to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (FAX) copies or E-mail of the proposal will not be accepted. SCCOE will not be responsible for late deliveries by U.S. mail or any other means.

SCCOE reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any RFP or in the proposal process. No RFP, or any portion thereof, may be withdrawn for a period of (90) days after RFP opening.

Contact Information:

General Information

Jas Sohal Manager
Purchasing Services
Santa Clara County Office of Education
1290 Ridder Park Drive - MC242
San Jose, CA. 95131
Ph.: 408-453-6858
jsohal@sccoe.org

Technical Information

Kristen Lee
Early Learning Services
Manager, ELS Planning and Support
1290 Ridder Park – MC225
San Jose, CA 95131-2304
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SECTION 1: SUMMARY

1.1. Overview

This invitation for RFP establishes the conditions to be met by agencies interested in providing vended meals to Santa Clara County Office of Education (SCCOE) hereinafter referred to as the AGENCY. RFPs are invited for the purpose of providing breakfast, lunch, and/or snacks, hereinafter referred to as MEALS, that meet the Child and Adult Care Food Program (CACFP), National School Lunch Program (NSLP), School Breakfast Program (SBP), and Meal Supplements that meet the meal pattern requirements.

1.2. Description of Product for Bid

CACFP MEALS are required for the following schools:

Center Name	# of Classrooms	Address	Breakfast	Lunch	PM Snack	# operating days
Anne Darling 7 & 8 Single Session	2	1550 Marburg Way San Jose CA 95133	40	40	0	175
Calaveras 1, 2, & 3 Single Session	3	1081 Buena Vista Road Hollister, CA 95023	60	60	0	175
Chandler Tripp 1 & 2 Single Session	2	780 Thornton Way San Jose, CA 95128	30	30	0	175
Christopher Ranch Full Day	1	305 Bloomfield Avenue Gilroy CA 95020	20	20	20	243
Dahl 2 Full Day	1	3200 Water Street San Jose, CA 95111	20	20	20	243
Edenvale 1 & 2 Single Session	2	5319 Carryback Avenue San Jose, CA 95111	40	40	0	175
Educare California at Silicon Valley Full Day	4	1399 Santee Drive San Jose, CA 95122	80	80	80	214
Educare California at Silicon Valley Single Session	3	1399 Santee Drive San Jose, CA 95122	60	60	0	175
Educare of California at Silicon Valley EHS Full Day*	2	1399 Santee Drive San Jose, CA 95122	20	20	20	214
Foothill 2 & 3 Single Session	2	2750 Riverrun Drive San Jose, CA 95127	40	40	0	175
Glenview 1 & 2 Single Session	2	480 West 8th Street Gilroy, CA 95020	40	40	0	175
Gilroy 1 & 2 Single Session	2	9300 Wren Avenue Gilroy, CA 95020	30	30	0	175
Hollister 1 & 7 Single Session	2	1011 Line Street Hollister, CA 95023	40	40	0	175
Hollister 2 Full Day	1	1011 Line Street Hollister, CA 95023	20	20	20	243

Hollister 9 Double Session (AM & PM)	2	1011 Line Street Hollister, CA 95023	40	20	0	128
KR Smith 2 Full Day	1	2025 Clarice Drive San Jose, CA 95122	20	20	20	243
Lyndale 1 & 2 Single Session	2	13901 Nordyke Drive San Jose, CA 95127	40	40	0	175
McKinley 3 & 4 Full Day	2	651 Macredes Avenue San Jose, CA 95116	40	40	40	243
McKinley 5 & 6 Single Session	2	651 Macredes Avenue San Jose, CA 95116	40	40	0	175
Rouleau 1, 4, 5 & 6 Single Session	4	1875 Monrovia Drive San Jose, CA 95122	80	80	0	175
Rouleau 2 Full Day	1	1875 Monrovia Drive San Jose, CA 95122	20	20	20	243
San Antonio 1 & 2 Single Session	2	1803 Stowe Avenue San Jose, CA 95116	40	40	0	175
Snell 2 & 3 Full Day	2	3550-B Snell Avenue San Jose, CA 95136	40	40	40	243
Stonegate 1 & 2 Single Session	2	2545 Sherlock Drive San Jose, CA 95122	40	40	0	175
Wool Creek 2, 3 & 4 Single Session	3	645 Wool Creek Drive San Jose, CA 95112	52	52	0	175
TOTAL			992	972	280	

STATE

Center Name	# of Classrooms	Address	Breakfast	Lunch	AM Snack	PM Snack	# operating days
Christopher 1 Part-Day (AM & PM)	2	565 Coyote Road, San Jose CA 95111	0	0	24	24	175
Dahl 1 Part-Day (AM & PM)	2	3200 Water Street, San Jose, CA 95111	0	0	24	24	175
KR Smith 1 Part-Day (AM & PM)	2	2025 Clarice Drive, San Jose CA 95122	0	0	24	24	175
Snell 1 Part-Day (AM & PM)	2	3550-B Snell Avenue, San Jose, CA 95136	0	0	24	24	175
TOTAL					96	96	

1.3. Overview of Scope of Services

The Vendor will supply MEALS to the AGENCY that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the CACFP & NSLP which is further described in **Attachment A & B** to this RFP. The vendor will prepare MEALS at a site that maintains the appropriate state and local health certifications for the facility and will bulk deliver or provide vended MEALS in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their RFP, a copy of the

current state and local health certifications. The AGENCY will not pay for meals that are spoiled or unwholesome at time of delivery.

1.4. Vendor Responsibilities

- a. All meals furnished for the program under this contract must meet or exceed USDA requirements set in **Attachment A**, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA's Food buying Guide.
- b. VENDOR will provide the necessary utensils and napkins in sufficient quantity for the number of MEALS ordered.
- c. VENDOR shall deliver meals to location(s) at the times specified by the AGENCY.
- d. VENDOR shall be responsible for the condition or care of MEALS until they are delivered to the school.
- e. VENDOR shall provide to AGENCY no later than one (1) week prior to the end of each month, a monthly menu covering the meals to be served for the following month.
- f. When requested by the AGENCY, the VENDOR shall provide AGENCY with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- g. VENDOR shall maintain all necessary records on the nutritional components and quantities of the MEALS served at the AGENCY and make said records available for inspection by State and Federal Authorities upon request.
- h. VENDOR shall maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the VENDOR by the AGENCY.
- i. VENDOR shall assume all liability for proper use and protection of commodities and materials necessary to prepare the meals while they are stored at the preparation site.
- j. The VENDOR's food service program must also meet the following criteria:
 - i. CACFP compliant MEALS (all MEALS must be eligible for state and federal reimbursement)
 - ii. CACFP menu recordkeeping and planning necessary to receive reimbursement
 - iii. All RFP must include milk to be provided with each MEAL and what type(s)
 - iv. All fresh foods: no processed, fried, re-heated or packaged product MEALS
 - v. Organic ingredients used whenever possible
 - vi. Hormone and antibiotic-free meats and dairy products
 - vii. Fresh fruit and vegetable with every MEAL

1.5. Agency Responsibilities

- a. AGENCY shall notify VENDOR of the number of MEALS needed each week no later than 1 week of the preceding week. AGENCY shall be obligated to pay for the number of MEALS requested even if not served or consumed if the AGENCY fails to notify an increase/decrease of meals 48 hours prior to the day of delivery.
- b. The AGENCY shall notify the VENDOR of the number of sack lunches needed by the end of business Friday of the week preceding the day that sack lunches will be required.
- c. The AGENCY shall not pay for meals that are spoiled or unwholesome at time of delivery.

SECTION 2: RFP CONDITIONS AND SUBMISSION INFORMATION

2.1. Schedule

RFP Schedule:

August 22 & 29, 2022	Issue Date
September 7, 2022	Deadline to Submit Questions
September 9, 2022	Final Response to Questions
September 14, 2022	Sealed RFP Due Date at 3:00pm
Week of September 19th	Contract Award Notification

2.2. Contacts

Inquiries regarding this RFP shall be in written form only by Wednesday, September 7, 2022. Responses to questions will be provided to all known prospective respondents by September 9, 2022. The SCCOE reserves the right to amend the RFP. Addenda to this RFP will be posted on the SCCOE's website at:

<https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>.

It is the responsibility of prospective respondents to check the website for any possible addenda.

Questions should be submitted to all three contacts listed:

Jas Sohal Manager
Ph.: 408-453-6858
jsohal@sccoe.org

Kristen Lee
Ph: 408-453-6954
klee@sccoe.org

Rachel Kuhn
Ph: 408-453-6986
rkuhn@sccoe.org

2.3. Preparation and Submission of Proposal

Please submit three (3) hard copies of the proposal, with one copy being marked **original**. If accepted, this proposal will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked **original** shall be governing should there be a variance between that **original** copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the Agency herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.

Proposals shall be submitted in a sealed envelope and labeled **ELS CACFP MEAL VENDING-RFP#03-22-23** and be addressed to:

Jas Sohal
Manager Purchasing Services
1290 Ridder Park Drive - MC254
San Jose, CA. 95131
Ph.: 408-453-6858
jsohal@sccoe.org

All proposals must be delivered to the above office on or before at **3:00 p.m. on Wednesday, September 14, 2022**. Proposals received after the announced time and date for submittal will not be considered. However, nothing in this RFP precludes the SCCOE from requesting additional information at any time during the proposal evaluation period. The SCCOE is under no obligation to return proposals. Bids received prior to the time of opening will be securely kept, unopened. All cost associated with a proposal will be borne by each proposer. See Section 4 for proposal format.

All proposals must include:

- A unit price schedule for breakfast, lunch, and snack. **If coverage of all locations under Attachment A cannot be fulfilled, please specify and provide explanation in Attachment B-Section E. In addition, provide the best coverage of centers that the company can offer and its fiscal impact on pricing.**
- A 21-day cycle menu for each meal as an example of expected offerings. Offerings must be compliant with state and federal portion sizes and nutritional values.
- Certificate of Independent Price Determination, No Sanctions, and Drug-Free Workplace.
- A copy of the vendor's current state or local health certificate for the facility at which meals will be prepared and food items stored.

All bids of \$100,000 or more must include the following certifications from potential vendors:

- Certification Regarding Lobbying
- Disclosure of Lobbying Activities

All bids of \$250,000 or more must include the following certifications from potential vendors:

- Clean Air and Water certification

Failure to comply with any of the above shall be reason for rejection of the bid.

2.4. General Instructions

- a. All proposals must be typed. Corrections may be made but must be initialized in ink by the person signing the proposal. No oral or telegraphic modification will be considered. Proposals cannot be changed after they have been received
- b. All proposals must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Proposals may be taken apart to fill in required blanks but must be reattached in order.
- c. The bidder's proposal and any contract entered into are subject to all applicable statutes, regulations and orders of the Federal, State or SCCOE governments now in effect or which shall be in effect during the period of such contract.
- d. The successful VENDOR must be licensed or incorporated to do business in the State of California.
- e. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the SCCOE by the VENDOR.
- f. All costs shall be included in the proposal.
- g. VENDOR must certify that they have carefully reviewed and checked the price quotation and understand that the SCCOE shall not be responsible for any errors or omissions on the part of the company.
- h. VENDOR shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
- i. The successful VENDOR is required to comply with California Penal Code Section 11077 (Department of Justice (DOJ) clearance of criminal history). In accordance with California Education Code Section 45125.1,

the SCCOE is requiring that the VENDOR provide DOJ information on all the CONTRACTOR's employees that will be delivering meals to the SCCOE before the start of the contract on September 2022.

2.5. Amendments/Alterations to the Terms and Conditions

It is mutually understood that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by all parties hereto. Such acknowledge must be received prior to the hour and date specified for bid opening.

2.6. Additional Bids

If more than one bid is submitted by any one person, by, or in the name of a clerk, partner, or other person, all such bids shall be rejected.

2.7. Equal Opportunity Employment

As a service provider to the SCCOE, the VENDOR must not discriminate in its employment with regards to age, race, sex, sexual orientation, religion, creed, national origin; and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

2.8. Indemnification

The successful VENDOR must save, keep, hold harmless and fully indemnify the SCCOE and its officers or agents from all damages or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright or trademark of any person or person in consequence of the use of the SCCOE of items supplied under this proposal.

2.9. Insurance/Liability

The VENDOR shall, at its own expense, procure and maintain general liability and casualty insurance in the amount not less than One Million Dollars (\$1,000,000 USD) in the name of SCCOE to adequately protect itself and the SCCOE against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by CONTRACTOR or by anyone directly or indirectly employed by the VENDOR.

2.10. Time and Location of Proposer's Presentation

Upon completion of the review period, the SCCOE may invite finalists to make a presentation demonstrating the merits of their proposal or provide references from other clients who have purchased similar backup generator systems. Finalists will be notified to arrange specific times. The SCCOE will not be responsible for any costs associated with the proposer's presentation.

2.11. Right to Reject Proposals

The SCCOE reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project, which may include portions of the original proposed project as in the best interest of the SCCOE. Further,

notwithstanding any other provisions of this RFP, the SCCOE reserves the right to award a contract to the proposal that best meets the requirements of the RFP and not necessarily to the lowest bidder.

SCCOE reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or the bid of a bidder whose investigation shows is unable to perform the contract.

2.12. Late Bids, Modification of Bids, or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before the award is made and was sent by registered or certified mail, no later than five calendar days prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an RFP requiring receipt of bids by the twentieth of the month must have been mailed by the fifteenth or earlier).
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a). A bid may also be withdrawn in person by a bidder or a bidder's authorized representative, provided that person's identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications, or withdrawal sent either by registered or certified mail is the postmark. If the date on the postmark is illegible, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term **postmark** means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid that makes its terms more favorable to the Agency will be considered at any time it is received and may be accepted.

2.13. Award of Project and Approval of Agreement

The contract will be awarded to the responsive and responsible bidder whose bid will be most advantageous to SCCOE, price, and other factors considered (see Section 3). Consideration shall be given to such matters as VENDOR integrity, compliance with public policy, record of past performance, and financial and technical resources.

The selected proposer shall be required to enter into a written contract with the SCCOE in a form approved by legal counsel and/or Risk Management for the SCCOE. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The SCCOE reserves the right to negotiate the terms and conditions of the contract with the selected proposer. Award of a contract is subject to funding approved by the SCCOE.

The VENDOR shall enter into contract with SCCOE within ten (10) days following the notification of acceptance of the proposal by the School Nutrition Programs Unit, Child Nutrition Programs Unit, Child Nutrition and Food Distribution Division, California State Department of Education and shall be interpreted according to the laws of the State of California. This contract will begin in the month of October 2022.

After contract has been issued, but before work can begin, the VENDOR must supply the SCCOE with:

- a. Signed contract
- b. Insurance certificates

2.14. Proposals are Public Records

Each Proposer is hereby notified that, upon submittal of its proposal to the SCCOE in accordance with this RFP, the proposal becomes the property of the SCCOE and is a public record subject to disclosure in accordance with Public Records Act, Government Code Section 6250-6270.

SECTION 3: EVALUATION AND AWARD CRITERIA

It is the purpose of this document to obtain informative data from each prospective company to enable the SCCOE to determine which company, if any, is best able to provide food services (breakfast, lunch, and possibly snacks) to the SCCOE students.

Proposals must be prepared simply and economically, providing a straightforward, concise description of the company’s capabilities to satisfy the requirements of the SCCOE. Emphasis should be on completeness and clarity of content. All VENDORS must provide details on Selection Factors listed in the Evaluation Sheet below.

A panel comprised of SCCOE’s Food Services, Purchasing, Student Services Division staff will review the written proposals for compliance with the requirements of the RFP.

Selection of a proposal will be based on the following criteria:

Selection Factors	Weighting
Price	25%
Qualification & Service Capability	25%
Experience and Past Performance	20%
Proximity to Service Location (where meals are prepared)	20%
Facilities Inspection	10%
Total	100%

Section 4: ATTACHMENTS

Attachment A: National School Lunch Meal Patter

Child Care Meal Pattern for Ages 0-3

Child Care Meal Pattern for Ages 3-5

Attachment B: Vended Meal Agreement **(MUST BE SENT BACK SIGNED WITH RFP RESPONSE)**

CHILD AND ADULT CARE FOOD PROGRAM - MEAL PATTERN FOR INFANTS

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
BREAKFAST, LUNCH, AND SUPPER	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK ¹ OR FORMULA ²	6 TO 8 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO 4 TABLESPOON (TBSP) INFANT CEREAL ^{2,3} MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR 0 TO 2 OZ CHEESE OR 0 TO 4 OZ YOGURT ⁴ OR (½ CUP) COMBINATION OF THE ABOVE ⁵ AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5,6}
SNACK	4 TO 6 FL OZ BREAST MILK ¹ OR FORMULA ²	2 TO 4 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO ½ SLICE BREAD ^{3,7} OR 0 TO 2 CRACKERS ^{3,7} OR 0 TO 4 TBSP INFANT CEREAL ^{2,3,7} OR READY-TO-EAT BREAKFAST CEREAL ^{3,5,7,8} AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5,6}
<p>¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.</p> <p>² Infant formula and dry infant cereal must be iron-fortified.</p> <p>³ Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.</p> <p>⁴ Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.</p> <p>⁵ A serving of this component is required when the infant is developmentally ready to accept it.</p> <p>⁶ Fruit and vegetable juices must not be served.</p> <p>⁷ A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.</p> <p>⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).</p>		

CHILD AND ADULT CARE FOOD PROGRAM - MEAL PATTERN FOR OLDER CHILDREN

BREAKFAST (SELECT ALL THREE COMPONENTS) ¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18 ²
MILK, FL ³	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS) ¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

CHILD AND ADULT CARE FOOD PROGRAM - MEAL PATTERN FOR OLDER CHILDREN

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS) ¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18 ²
MILK, FL ³	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

¹ Offer versus serve is an option for at-risk afterschool participants only.

² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.

⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.

⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.

¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.

¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.

¹⁵ Juice cannot be served when milk is served as the only other component.

¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

ATTACHMENTS - B

NOTE: ALL Attachments on the following pages MUST be signed and sent back with RFP Response.

CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS/LAWS

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017, Section 3017.510.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, 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 proposal 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3017, Subpart F, Section 3017.600 for grantees.

- 1) The grantee certifies that it will provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing a drug-free awareness program to inform employees about-
 - i) The dangers of drug abuse in the workplace;
 - ii) The grantee's policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 2) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- 3) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i) Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 4) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, State, zip code):

LOBBYING (Exhibit A-1 to Instruction 1940-Q)

As required by 7 CFR Part 3018 for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 7 CFR Part 3018, the undersigned certifies that to the best of his or her knowledge and belief, that:

- 1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - a) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts and subgrants, and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EQUAL OPPORTUNITY AGREEMENT

During the performance of this contract, the undersigned agrees as follows:

- 1) The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- 3) The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The undersigned will

comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 4) The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 5) In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.

- 6) The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

CERTIFICATION: As the duly authorized representative of the applicant, I hereby certify the applicant will comply with the above applicable certification(s) and the project is consistent with area wide comprehensive development plans.

(Date)

(Name of Applicant)

(Signature of Authorized Entity Official)

ATTEST:

(Title of Authorized Entity Official)

(Signature of Attesting Official)

(Address)

(Title of Attesting Official)

(City, State and Zip Code)

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District’s decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets if necessary.

Name of Contractor

Date

Signature of Authorized Official

Title

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2022_, at

_____, California

Authority: Public Contract Code 7106

CCP 2015.5

Contractor's Disclosure Form Regarding SCCOE Officials

Name of Contractor:

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Are any of Contractor's employees (or owners) **ALSO** current SCCOE employees/Board members? or former SCCOE employees/Board members within the last year? (Check "Yes" or "No" as applicable.)

NO. None of Contractor's employees (or owners) are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.

YES. Contractor's employees (or owners) listed in the table below are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

NAME of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	JOB TITLE(S) AT SCCOE of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	DATE on which individual left SCCOE employment/Board. Or, if the individual is currently an SCCOE employee/Board member, write "current."	If individual is a current SCCOE employee/Board member, <u>how is he/she to be paid?</u> (I.e., through SCCOE Human Resources or Contractor

Certification by Contractor:

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.

Contractor's Signature **Date**

Print Name of Signatory

