



River Springs Charter School
27740 Jefferson Avenue
Temecula, CA 92590

Request for Proposals For Vended Meals

RFP #: 012021

Holly Hungerford Cocking
Director of Nutrition Services
Holly.HungerfordCocking@SpringsCS.Org
951-252-8884

RIVER SPRINGS CHARTER SCHOOL
RFP #012021

Table of Contents

| Contents | Page No. |
|--|----------|
| NOTICE REQUESTING PROPOSALS | 3 |
| SCHEDULE OF EVENTS | 4 |
| INTRODUCTION/PURPOSE | 5 |
| PROPOSAL REQUIREMENTS | 7 |
| Attachment A - Attachments Checklist..... | 10 |
| Attachment B - Minimum Qualifications | 11 |
| Attachment C - Proposal Questionnaire | 12 |
| Attachment D - Vendor References | 13 |
| Attachment E - Authorization Agreement | 14 |
| Attachment F - Fee Proposal | 15 |
| Attachment G | 16 |
| Attachment 2c | 23 |
| EXHIBIT A - SCOPE OF WORK | 26 |
| EXHIBIT B - SITE LIST | 29 |

NOTICE REQUESTING PROPOSALS
FOR VENDED MEALS
RFP #012021

Notice is hereby given that this RFP is being issued by the following school food authorities: River Springs, Citrus Springs, and Empire Springs Charter Schools of Southern California (hereinafter referred to as "SFA"), acting by and through their Governing Boards for requesting proposals for a Vended Meal Contract (hereinafter referred to as "Vendor[s]") to provide pre-packaged meals to the SFA food service programs.

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

The Request for Proposal (RFP) documents may be obtained from the SFA via the organization's website, email, U.S. mail, or facsimile transmission. RFP documents are located online at <http://springscharterschools.org/about-us/nutrition-services>. To request the RFP documents via e-mail, U.S. mail, or facsimile, please contact Holly Hungerford Cocking at Holly.HungerfordCocking@SpringsCS.Org. If your request for documents includes questions or requests for clarifying information about the RFP, your questions or request will be recorded and the answers provided during the question and answer period.

The SFA will accept all bids received on or before February 26, 2021 at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) labeled, signed original and one (1) copy, and one (1) electric copy of the proposal should be submitted.

Written proposals must be submitted in a sealed envelope labeled:

Proposal For Vended Meals 012021
River Springs Charter School
27740 Jefferson Avenue
Temecula, CA 92590
Attn: Holly Hungerford Cocking

Electronic proposals must be submitted to: Holly.HungerfordCocking@SpringsCS.Org

The SFA reserves the right to reject any or all bids, and to waive any errors or corrections in a bid or in the bid process. The SFA will award the Contract based upon a review and analysis of the bids to determine which bid best meets the needs of the SFA.

SCHEDULE OF EVENTS
for
RFP # 012021

- Release of RFP February 1, 2021
- RFP Packets Sent February 1, 2021
- Deadline for Submission of Sealed Proposal February 26, 2021
- Proposals Opened March 2, 2021
- Anticipated Contract Award Date March 5, 2021
- Board Meeting Contract Approval March 11, 2021

The SFA will use its best efforts to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment to the SFA's website at <http://springscharterschools.org/about-us/nutrition-services>.

INTRODUCTION/PURPOSE

The purpose of this Request for Proposal (RFP) is to enter into a **fixed price contract** with a meal vendor that will provide River Springs, Citrus Springs, and Empire Springs Charter Schools of Southern California (hereinafter referred to as "SFA") vended meals for their food service operation. The meal Vendor will provide to the SFA as described in the Scope of Work (Exhibit A) in the Model Fixed-Price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program (NSLP), School Breakfast Program (SBP), and Meal Supplement (Snack), to accommodate special diets where medically necessary, improve nutrition awareness, and maintain a financially viable program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Increase participation at all levels of the Food Service program by improving meal quality, seeking student and parent input, and successful menu variation and planning
- Maintain reasonable prices for students participating in the meal program
- Integrate commodity foods into the meal program whenever possible

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with *Title 2 Code of Federal Regulations (2,CFR) parts 200 and 400*.

The SFA must share with all Vendors all information necessary for submitting a proposal. The release of this RFP, evaluation of Vendors, and award of a contract will use competitive procurement standards established in all applicable California State and federal statutes and regulations. Outlined below are competitive procurement basic points:

- 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 Vendors.
- Fulfillment of RFP specifications is based upon full and fair competition and acceptance by the SFA of the most responsive and responsible Vendor to the SFA's requirements, as determined by the SFA.
- RFP's must provide a basis for full and fair competition among Vendors to a common standard, free of restrictions that tend to stifle competition.

These 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 meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP.

To be competitive in this solicitation, the Vendor must take the responsibility to:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a bid.
- Ask appropriate questions or request clarification before the Question Submission deadlines as stated in the Schedule of Events
- Submit all required responses by the required deadline
- Follow all procedures and requirements of the RFP thoroughly and appropriately

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

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. Vendors must address each of the required sections indicated below. Please label and separate each section, and number all pages to allow for ease of review. The content and sequence of the proposal shall be as follows:

| <u>Section</u> | <u>Title</u> |
|----------------|-------------------------|
| A. | Cover Letter |
| B. | Attachments Checklist |
| C. | Minimum Qualifications |
| D. | Respondent References |
| E. | Authorization Agreement |
| F. | Fee Proposal |
| G. | Certifications |
| H. | Permits |

A. Cover Letter

Only the individual(s) authorized to bind the Vendor contractually may sign the cover letter, which shall be a part of the bid package. If the cover letter is unsigned, the SFA will reject the bid. The cover letter must also contain the following information, and the SFA may reject the bid if Vendor fails to provide this information.

- Name of responding company.
- Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- Vendor’s Federal Employee Identification Number and Corporate Identification Number, if applicable.
- Name, title, address, telephone number, and facsimile number, and email address of the representative who will be designated as the primary liaison to the SFA.
- Name, title, telephone number, and email address of a representative(s) who is authorized to bind the Respondent in contract.
- A statement expressing the Vendor’s willingness to perform the services described in this RFP.
- A statement expressing the Vendor’s ability to perform the services required in the Statement of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP.
- A statement regarding proprietary information must be included in the cover letter, if applicable. Clearly mark in the upper right hand corner those pages to be considered proprietary. Please note that the Vendor cannot consider the entire proposal to be proprietary.
- Include the following certification in the cover letter. The SFA will reject bids that do not include this certification.
 - “By signing this cover letter, I (we) certify that the information contained in this bid is accurate and that all Attachments required to be submitted as part of the bid are certified to be true and binding upon our company.”

B. Attachments Checklist

The Vendor shall include all documents identified in the Attachments Checklist (Attachment A). The SFA may reject bids that do not include the proper required attachments.

C. Minimum Qualifications

The SFA will only consider Vendor that meet all of the minimum qualifications to the SFA's satisfaction. Minimum qualifications are indicated in Attachment B.

D. Proposal Questionnaire

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

E. References

The Vendor must provide three (3) references using the Vendor References (Attachment D). The SFA reserves the right to contact any of the persons/companies provided, and retains the right to conduct reference checks beyond that supplied by the Vendor.

F. Authorization Agreement

The Vendor must sign the Authorization Agreement (Attachment E) and return it with the proposal package.

G. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment F) and return it with the proposal package. The Fee Proposal must include costs incurred to provide the services specified in this RFP.

H. Certifications

The Vendor must complete the certifications and return them with the proposal package.

I. Sample Menus

The Vendor must submit sample menus with the proposal package.

J. Buy American Provision

The Vendor must submit a Buy American Provision certification with the proposal package.

K. Permits

The Vendor must submit all permits required by the California Retail Code and local requirements, including a health permit, in the Vendor's name.

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 Vendors 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 Vendor’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? | 10 |
| Appeal of menus. | 15 |
| 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. | 20 |
| The financial stability of the Respondent. | 15 |
| Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references. | 10 |
| Cost | 30 |
| 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 Vendor with the highest total proposal score.

Attachment A

Attachments Checklist

(Respondent Company Name)

Please complete this checklist to confirm that the required attachments listed below are included in your bid. Place a checkmark or “x” next to each item submitted to the SFA. For your bid to be considered, all required documents must be returned, including this checklist

| Attachment | Attachment Name |
|----------------------------|-------------------------|
| <input type="checkbox"/> A | Cover Letter |
| <input type="checkbox"/> B | Attachments Checklist |
| <input type="checkbox"/> C | Minimum Qualifications |
| <input type="checkbox"/> D | Proposal Questionnaire |
| <input type="checkbox"/> E | Vendor References |
| <input type="checkbox"/> F | Authorization Agreement |
| <input type="checkbox"/> G | Fee Proposal |
| <input type="checkbox"/> H | Certifications |
| <input type="checkbox"/> I | Sample Menus |
| <input type="checkbox"/> J | Buy American Provision |
| <input type="checkbox"/> K | Certifications |

Attachment B

Minimum Qualifications

A Vendor 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 bid. As of January 1st, 2021 both the Vendor's company, and its key personnel meet all of the following minimum qualifications:

1. The Vendor has at least ten (10) years of experience providing a pre-plated meal program in compliance with the NSLP and SBP.

Yes _____ No _____

2. The Vendor is able to provide CN labels for all meals and product specifications for all meal items.

Yes _____ No _____

3. The Vendor has the resources and ability to provide from 660,000 meals per fiscal year.

Yes _____ No _____

4. The Vendor has the resources and ability to provide daily delivery of ready-to-eat meals, scheduled delivery of heat-and-serve meals, and appropriate equipment for safe transport and holding for programatic foods.

Yes _____ No _____

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

Yes _____ No _____

6. The Vendor is licensed to do business in the State of California.

Yes _____ No _____

7. The Vendor has obtained all necessary permits in the respondent's name, including a health permit, as required by the California Retail Food Code.

Yes _____ No _____

8. The Vendor has knowledge and experience with the School Breakfast Program, National School Lunch Program, and Meal Supplement (Snack) Program.

Yes _____ No _____

Attachment C

Proposal Questionnaire

The Proposal Questionnaire is intended to provide the SFA with specific information concerning the Vendor'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 B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing meal vendor and related services as described in the RFP. In addition, provide the duration and extent of experience the company has with similar SFA food services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFA's that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide applicable financial data that will demonstrate the proposer's ability to perform, including sufficient capital to cover start-up and operating costs for a proposed on (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Vendor will take to begin providing the services described in this RFP.

Attachment D

Vendor References

List three (3) references for which the Vendor has provided meal vendor services within the past 5 years.

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

| | | |
|--|---------------|--------------------------|
| Reference 1 | | |
| Name of Reference | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Contact Title | Contact Telephone 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 Telephone 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 Telephone Number |
| Brief Description of Services Provided | | |
| Dates of Service | | |

Attachment E

Authorization Agreement
RFP for Meal Vendor
RFP #012021

We, (insert MEAL VENDOR 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 (1) year.
4. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for River Springs, Citrus Springs, and Empire Springs Charter Schools of Southern California.
5. That negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Meal Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web site: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date Signed: _____

Attachment F

Fee Proposal

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

COST PER MEAL

Note: prices must not include values for USDA Foods
And must include all meal programs.

| Line Item | Annual UNITS* | RATE per meal | Annual TOTALS |
|---|---------------|---------------|---------------|
| Breakfast | 210,000 | | |
| Unitized shelf stable breakfast | 20,000 | | |
| Lunch | 400,000 | | |
| 5 day meal kit (5 breakfasts, 5 lunches) | 1,000 | | |
| 3 day meal kit (3 breakfasts, 3 lunches) | 1,000 | | |
| Snack | 28,000 | | |

By submission of this cost proposal, the Vendor certifies that, in the event the Vendor is awarded a contract, this cost proposal shall constitute the final cost proposal and the Vendor shall operate in accordance with this cost proposal for the duration of the contract.

| | |
|--------------------------------|-------|
| Printed Name of Representative | Title |
|--------------------------------|-------|

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

Attachment G (part 1)

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”, and 7 *CFR* Part 3017, “Government-wide Debarment and Suspension (Nonprocurement) and 7 *CFR* Part 3021 Government-wide Requirements for Drug-Free Workplace (Grants).” The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U. S. Code, 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* Part 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.

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 *U.S.C.* Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Invitation for Bid (IFB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Include prefixes, e.g., "IFB-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 telephone 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 G (part 3)

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Part 3017, Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Part 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 PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1047 (1/92)

Attachment G (part 4)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority and vendor shall execute this Certificate of Independent Price Determination.

Name of Vendor

Name of SFA

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

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

| | | |
|--|-------|------|
| Signature of Vendor's Authorized Representative | Title | Date |
|--|-------|------|

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

| | | |
|---|-------|------|
| Signature of Sponsor's Authorized Representative | Title | Date |
|---|-------|------|

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

Attachment 2C

Meal Specifications

Vendor must submit twenty-one (21) day breakfast, lunch, and snack menus, based on the below food specifications.

SFA will examine the sample menus based on the following criteria:

- Meal nutrition
- Meal variety and appeal
- Menu compliance with USDA meal pattern requirements, and state/federal portion sizes and nutritional values

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, fruits and vegetables, milk, and meat/meat alternatives.

Meal variety and appeal: SFA will examine whether Vendor provides a variety of exciting and interesting meals.

Attachment 2C (cont'd)

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012.

| Meal Pattern | Breakfast Meal Pattern | | | Lunch Meal Pattern | | |
|--|--|----------------------------|-----------------------------|--------------------|---------------|----------------|
| | Grades K-5 ^a | Grades 6-8 ^a | Grades 9-12 ^a | Grades K-5 | Grades 6-8 | Grades 9-12 |
| | Amount of Food ^b Per Week (Minimum Per Day) | | | | | |
| Fruits (cups) ^{c,d} | 5 (1) ^e | 5 (1) ^e | 5 (1) ^e | 2½ (½) | 2½ (½) | 5 (1) |
| Vegetables (cups) ^{c,d} | 0 | 0 | 0 | 3¾ (¾) | 3¾ (¾) | 5 (1) |
| Dark green ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Red/Orange ^f | 0 | 0 | 0 | ¾ | ¾ | 1¼ |
| Beans/Peas (Legumes) ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Starchy ^f | 0 | 0 | 0 | ½ | ½ | ½ |
| Other ^{f,g} | 0 | 0 | 0 | ½ | ½ | ¾ |
| Additional Veg to Reach Total ^h | 0 | 0 | 0 | 1 | 1 | 1½ |
| Grains (oz eq) ⁱ | 7-10 (1) ^j | 8-10 (1) ^j | 9-10 (1) ^j | 8-9 (1) | 8-10 (1) | 10-12 (2) |
| Meats/Meat Alternates (oz eq) | 0 ^k | 0 ^k | 0 ^k | 8-10 (1) | 9-10 (1) | 10-12 (2) |
| Fluid milk (cups) ^l | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) | 5 (1) |
| Other Specifications: Daily Amount Based on the Average for a 5-Day Week | | | | | | |
| Min-max calories (kcal) ^{m,n,o} | 350-500 | 400-550 | 450-600 | 550-650 | 600-700 | 750-850 |
| Saturated fat (% of total calories) ^{n,o} | < 10 | < 10 | < 10 | < 10 | < 10 | < 10 |
| Sodium (mg) ^{n,p} | ≤ 430 | ≤ 470 | ≤ 500 | ≤ 640 | ≤ 710 | ≤ 740 |
| Trans fat ^{n,o} | Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving. | | | | | |

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-13 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅓ cup.

^cOne-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-15).^fLarger amounts of these vegetables may be served.

⁸This category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-13), and in the SBP beginning July 1, 2013 (SY 2013-14). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-14).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-14), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^oIn the SBP, calories and *trans* fat specifications take effect beginning July 1, 2013 (SY 2013-14).

^pFinal sodium specifications are to be reached by SY 2022-23 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-15 and 2017-18. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

EXHIBIT A
SCOPE OF WORK
VENDED MEALS

The Vendor will supply meals River Springs, Citrus Springs, and Empire Springs Charter Schools of Southern California (hereinafter referred to as "SFA"), that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch and School Breakfast Programs (7 *CFR* parts 210 and 220)

The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their proposal a copy of the current state and local health certifications.

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels. The meals shall fully comply with the New Meal Pattern for breakfast and lunch as required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA)
- f. Vendor will provide at least three (3) lunch options daily, two (2) hot and one (1) cold, including one (1) vegetarian option.
- g. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than two (2) weeks prior to the end of each month. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- i. The Vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.
- j. Maintain employment records that show VENDED MEAL COMPANY staff have all professional and health certification as are required by the Food Service Program, or as required by the SFA.

GENERAL SFA RESPONSIBILITIES

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the Vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a daily basis for each site for each type of meal to be delivered.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.
- e. The SFA will provide staff to deliver pre-packaged food to each grade level and children. The staff will keep accurate record keeping and counts for vended meals to provide accurate numbers for reimbursement.

EQUIPMENT

- a. The Vendor shall provide equipment to hold, reheat, and serve the meals such as a transport cabinets, retherm ovens, and commercial refrigeration as needed by each site.
- b. The Vendor shall provide written notification to the SFA of any equipment belonging to the Vendor within ten days of its placement on SFA premises.
- c. The Vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

PACKAGING REQUIREMENTS

- a. Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Attachment A, or as otherwise stated in this Contract.
- h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. All hot food shall be delivered with an internal temperature of 135°F or above.

EXHIBIT B

Sites included in this proposal

**Information below is subject to change*

| Site Name | Location Address | Model | Enrollment | Breakfast | Lunch | Snack | Equipment |
|--|--|-----------------------------|------------|-----------|-------|-------|---|
| Citrus Springs Charter School, Santa Ana Student Center | 2121 North Grand Ave. Santa Ana, CA 92705 | Ready-to-eat daily delivery | 150 | 50 | 120 | 20 | 2 electric transport cabinets, 2 insulated transport cabinets |
| River Springs Charter School, Magnolia Student Center | 4020 Jefferson Street, Riverside, CA 92504 | Heat and serve | 1850 | 460 | 840 | 100 | 1 retherm oven, 2 reach-in coolers, 2 reach-in freezers, 2 milk coolers |
| River Springs Charter School, Palm Academy | 81-840 Avenida 46, Indio, CA 92201 | Heat and serve | 100 | 25 | 50 | | 1 retherm oven, 1 warmer, 2 reach-in coolers, 2 reach-in freezers, 2 milk coolers |
| River Springs Charter School, Renaissance Valley Academy | 1091 W Esplanade San Jacinto, CA 92583 | Heat and serve | 520 | 50 | 215 | | 1 retherm oven, 8x8 walk-in freezer, 8x8 walk-in cooler, 2 milk coolers |
| River Springs Charter School, Hemet Quest Student Center | 790 West Acacia Avenue Hemet, CA 92543 | Heat and serve | 565 | 300 | 350 | 40 | 1 retherm oven, 2 reach-in coolers, 2 reach-in freezers, 2 milk coolers |
| River Springs Charter School, Bear River Student Center | 26800 Newport Road Menifee, CA 92584 | Heat and serve | 600 | 150 | 350 | | 1 retherm oven, 2 reach-in coolers, 2 reach-in freezers, 2 milk coolers |
| River Springs Charter School, Temecula Student Center | 43040 Margarita Road Temecula, CA 92592 | Heat and serve | 2,200 | 160 | 360 | | 2 retherm ovens, 8x8 walk-in freezer, 8x8 walk-in cooler, 2 milk coolers |
| Pacific Springs Charter School, Otay Ranch Academy | 1615 Mater Dei Drive Chula Vista, CA 91913 | Shelf stable breakfast | 450 | 20 | | | N/A |
| Empire Springs Charter School, Van Nuys | TBD | Ready-to-eat daily delivery | 40 | | 40 | | 2 electric transport cabinets, 2 insulated transport cabinets |