

**THE PALMDALE AEROSPACE ACADEMY
2025-2026 MEAL VENDOR
RFP FS2025-001**

DATE OF ISSUANCE: June 25, 2025

BID DUE DATE: Monday, July 14, 2025, by 4:00 PM PST

**BIDS MAY BE SUBMITTED BY TIME-RECORDED MAIL DELIVERY - UPS, FedEx, HAND-
DELIVERY, or EMAIL**

E-MAIL ADDRESS: razarasua@tpaa.org

SUBMIT TO: The Palmdale Aerospace Academy
Attn: Roseann Zarasua, CBO
3300 E. Palmdale Blvd.
Palmdale, CA 93550

Notice of Request for Proposals

Meal Vendor Service

Notice is hereby given that the Board of Directors of The Palmdale Aerospace Academy (hereinafter referred to as SFA) is requesting proposals for a Meal Vendor (hereinafter referred to as Respondents) to assist with the SFA's food service program.

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

The Request for Proposal (RFP) documents may be downloaded from the SFA's Website at https://www.tpaa.org/apps/pages/index.jsp?uREC_ID=542766&type=d&termREC_ID=&pREC_ID=1138885, or can be obtained from the SFA by e-mail. To request the RFP documents by e-mail, contact Roseann Zarasua, CBO, at rzarasua@tpaa.org.

Respondents can submit written and/or digital proposals by time-recorded mail delivery, hand delivery, or e-mail labeled "RFP FS2025-001 The Palmdale Aerospace Academy Meal Vendor." Mailed proposals should be addressed to the SFA Office at Attn: Roseann Zarasua, 3300 Palmdale Blvd. Palmdale, CA, 93550. Hand-delivered proposals should be addressed to SFA at **Attn: Roseann Zarasua, The Palmdale Aerospace Academy, 3300 Palmdale Blvd., Palmdale, CA 93550. Electronic proposals should be sent to rzarasua@tpaa.org.**

The SFA will accept all proposals received on or before Monday, July 14, 2025, by 4:00 PM PST. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on July 15, 2025.

The SFA reserves the right to reject any or all proposals and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the Contract based on a review and analysis of the proposals that determine which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to the Board of Education at a regularly scheduled meeting.

Table of Contents

Non-Discrimination Statement	4
Introduction/Purpose of Solicitation	5
Scope of Work.....	7
Proposed Schedule of Events	8
General Instructions for Respondents	9
Proposal Requirements.....	13
Section 1 – Administrative Requirements.....	13
Section 2 – Required Attachments	14
Evaluation of Proposals	15
Attachments	16
Attachment A: Attachments Checklist	17
Attachment B: Minimum Qualifications	18
Attachment C: Proposal Questionnaire	19
Attachment D: Respondent References	20
Attachment E: Authorization Agreement	21
Attachment F: Fee Proposal	22
Attachment G: Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters ..	23
Attachment H: Disclosure of Lobbying Activities	24
Attachment I: Debarment, Suspension, and Other Responsibility Matters.....	26
Attachment J: Certification of Independent Price Determination	27
Attachment K: Cycle Menus	28
Attachment L: Piggyback Clause	29
Exhibit 1.....	30

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint-filing deadlines vary by program or incident.

Individuals with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc...) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (for both voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027. (PDF), found online at [How to File a Program Discrimination Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to the USDA by:

Mail:

U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW, Mail Stop 9410 Washington, D.C. 20250-9410;

Fax:

202-690-7442; or

Email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Meal Vendor that will provide the SFA with vended meals to support its food service operation for **The Palmdale Aerospace Academy** (hereinafter referred to as the “School” or “SFA”). The Meal Vendor will provide services to the SFA as described in the Scope of Work attached to the Form of Vended Meal Contract appended to this RFP.

The SFA’s food service goals are to provide nutritious, high-quality meals to students and participants in the **National School Lunch Program, School Breakfast Program, School Snack Program, the Summer Food Service Program or Seamless Summer Option and the CACFP Supper Program** to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food services program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible.
- Stimulate student participation in the program by enhancing relations with students, staff, and the community, and creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, and successfully implementing menu variation and planning.
- Maintain reasonable prices for students participating in the food service program.
- Maintain high morale among students and staff.

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

Outlined below are the competitive bidding basic standards:

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

To respond to this RFP, interested companies must present evidence of experience, ability, and financial

standing is necessary to meet the requirements of this RFP. The SFA will measure this evidence by scoring the proposals using a point system that will score and rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

- To be competitive in this solicitation, the Respondent must take the responsibility to:
- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal.
- Ask appropriate questions or request clarification before the deadline in the RFP.
- Submit all required responses by the required deadlines.
- Follow all instructions and requirements of the RFP thoroughly and appropriately.

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

Scope of Work

All Meal Vendor respondents must fulfill the following responsibilities:

1. Prepare and deliver meals that meet National School Lunch Program (NSLP), School Breakfast, School Snack Program (SSP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Seamless Summer Option (SSO), and CACFP Supper Program requirements for reimbursable lunch, breakfast, snacks and supper meals served during the regular school year or during the extended school year, also considered summer school. Should these nutrition guidelines change, the Meal Vendor should alter their menu planning accordingly to meet the most updated nutrition requirements for reimbursable meals.
2. The Meal Vendor will not be compensated for meals that do not meet all Federal and State (CDE) requirements for reimbursement, meals that are spoiled, damaged or unwholesome at the time of delivery.
3. Provide and maintain records of NSLP/SBP/SSP/CACFP SUPPER/SFSP/SSO menus, production, and daily delivery sheets containing nutritional components and quantities of meals served, temperature logs, and make said records available for necessary inspection by State and Federal authorities upon request.
4. Provide the SFA with monthly menus covering meals to be served for the following month no later than one week prior to the end of each month.
5. Deliver meals to school locations at times agreed upon with the SFA.
6. Provide plates, utensils, napkins, condiments, and covered containers, as needed, along with meals.
7. Provide proper equipment to hold and maintain meals at proper temperatures.
8. When requested by the SFA, provide sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
9. Notify schools promptly (as soon as possible, ideally before the day of service) when order changes/delivery issues occur.
10. Will maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the SFA by the Meal Vendor.
11. Will provide a minimum of 1 nutritional/educational training for students, school food service staff, and/or parents at each site.

In addition to the responsibilities outlined above, which are required of all Meal Vendor respondents, the Meal Vendor must fulfill the specific responsibilities described under each of the following scenarios.

Meal Vendor to provide meals for the following location:

- The Palmdale Aerospace Academy, 3300 Palmdale Blvd., Palmdale, CA 93550
- Maximum enrollment of 2,280 students in graded TK through 12th grade
- The school year is projected to be 180 days
- Summer School is 10 days in June and ESY is 19 days in June
- Breakfast, Lunch, Snack, and Supper can be delivered daily or weekly, including during the summer session
- The school currently has their own food service equipment. Still, if any additional equipment is needed, the Meal Vendor is to provide necessary food service equipment to prepare/maintain/and serve meals.

Proposed Schedule of Events

Release of RFP	June 25, 2025
First Public Notice	June 25, 2025
Second Public Notice	July 02, 2025
Deadline for Submission of Respondent Questions	July 07, 2025, 4:00 PM
SFA Provides Answers	July 09, 2025
Deadline for Submission of Sealed Proposals	July 14, 2025 4:00 PM
Proposals Evaluated	July 15, 2025 – July 17, 2025
Board Meeting – Proposal Approval	July 22, 2025
Anticipated Contract Award Date	August 01, 2025

The SFA will make every effort 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:

https://www.tpaa.org/apps/pages/index.jsp?uREC_ID=542766&type=d&termREC_ID=&pREC_ID=1138885

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents who do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall provide payment terms within their proposal.
8. The Respondent shall maintain records to support the SFA's Claim for Reimbursement and report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
9. The Respondent shall secure State or local health certification for any facility outside the school in which it prepares meals. The Respondent shall maintain this certification for the duration of the contract.[7 *CFR* Section 210.16(a)[7]
10. The SFA participates in meal programs that require the use of the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 *CFR* (d) and 220.16[d]).
11. The Respondent will document why a non-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic food being significantly higher than non-domestic foods, and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.

12. The Respondent will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51%, then the respondent will notify the SFA of the non-domesticity of the processed end product.
13. The Respondent will provide certification of domestic origin for products that do not have country of origin labels.
14. The Respondent will not, directly or indirectly, restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 CFR, Section 210.21(e)].
15. The Respondent shall include three 21-Day Cycle menus. (7 CFR, Section 210.10).
16. The Respondent shall include meal pattern requirements for after-school snacks, as per 7 CFR, Section 210.10.
17. The Respondent shall include meal pattern requirements for breakfast, as per 7 CFR, Section 220.8.
18. The Respondent must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products. [7 CFR, Section 250.51(a)].
19. The Respondent will provide the method and frequency by which the crediting will occur and document that the value of all donated foods will be credited. [7 CFR, Section 250.51(b)].
20. The Respondent will provide the method of determining the donated food values to be used in crediting. [7 CFR, Section 250.51(c)]
21. The Respondent shall agree to penalties for nonperformance. [7 CFR, Section 210.16(b)(1)]
22. Small Businesses and Minority Business - (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Title 2, *Code of Federal Regulations*, Section 200.321(a)(b)(1-6))
23. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

24. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on [Note: insert where notice will be posted, e.g., SFA Website, etc.]. The SFA will notify Respondents so they can obtain any addenda from the SFA's Website or request them by e-mail, postal mail, or fax.
25. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
26. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
27. The SFA will not consider a joint proposal submitted by two or more entities.
28. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
29. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
30. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
31. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
32. Vendor must provide proof of meals being produced in a refrigerated production room with food metal detection and in an FDA facility.
33. SFA has the right to visit the production facility before the award of the RFP.
34. Respondents may submit their questions regarding the information presented in this RFP to Roseann Zarasua in writing by e-mail at rzarasua@tpaa.org no later than **July 07, 2025, by 4:00 PM**. The SFA will respond to all questions received by the deadline in writing, without disclosing the source of the query. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
35. USDA foods must be used and tracked through the processor link or an equivalent method.
36. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different

proposals from all respondents. A material change will require the SFA to rebid the contract.

37. Respondents shall submit one paper copy or one copy in digital format (e.g., PDF, CD, DVD, flash drive, etc.).
1. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".
 2. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 3. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA's name and address, as shown in the following example:

Mailing and Physical Address

The Palmdale Aerospace Academy
2025-26 Meal Vendor RFP FS2025-001
Attn: Roseann Zarasua, CBO
3300 E. Palmdale Blvd.
Palmdale, CA 93550

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. Please label and separate each section, and number all pages to allow for ease of review. The content and sequence of the proposal will be as follows:

Section 1 – Administrative Requirements

A. Cover Letter

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

- Name and address of responding company.
- Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- Name, title, address, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA.
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison.
- A statement expressing the Respondent's willingness to perform the services described in this RFP.
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP.
- A statement regarding the Respondent's proprietary information. If applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary. (Please note that the Respondent cannot consider the entire proposal to be proprietary.)
- The following certification:
 - By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, a comprehensive Table of Contents must be included, listing all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachments Checklist

Respondent shall include all documents identified in the section titled “Attachments Checklist.” The SFA may reject proposals that do not include the proper required attachments.

B. Minimum Qualifications

The SFA will only consider Respondents who meet all minimum qualifications (Attachment B) to the SFA’s satisfaction.

C. Proposal Questionnaire

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

D. Respondent References

The Respondent must provide three (3) references within the past 3 years of service and may use the Respondent References form (Attachment D). The SFA reserves the right to contact any of the persons/companies listed, and retains the right to conduct reference checks with individuals and entities beyond those supplied by the Respondent.

E. Authorization Agreement

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

F. Fee Proposal

The Respondent must submit a Fee Proposal (Attachment F) and return it with the proposal package.

G. Certifications (Lobbing, Debarment/Suspension)

The Respondent must complete the certifications (Attachments G, H, and I) and return them with the proposal package.

H. Certificate of Price Determination

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

I. 21-Day Cycle Menu

The Respondent must submit three Menu Cycles for *all* meal categories with the proposal package.

Evaluation of Proposals

Proposals will be opened on July 15, 2025. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals; however, respondents may not modify their proposals.

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

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

CRITERIA	MAXIMUM POINTS
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10 points
Experience with School Breakfast (SBP), National School Lunch Programs (NSLP), School Snack Program (SSP), CACFP Supper Program and either/or both of the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO).	15 points
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 points
The financial stability of the Respondent.	10 points
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.	15 points
Costs identified in Fee Proposal	30 points
TOTAL MAXIMUM POINTS	100 points

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

Attachments

Attachment A: Attachments Checklist

Respondent Company Name

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

<u>Attachment</u>	<u>Attachment Name</u>
____1	Cover Letter
____2	Attachements Checklist
____3	Minimum Qualifications
____4	Proposal Questionnaire
____5	Respondent Reference
____6	Authorization Agreement
____7	Fee Proposal
____8	Certifications
____9	Menu Cycles

Attachment B: Minimum Qualifications

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

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

1. The responding company has at least three years of experience with food service programs. Yes___ No___
2. The responding company has the resources and ability to provide sufficient meals per fiscal year. Yes___ No___
3. The responding company has knowledge and/or experience with the School Breakfast Program, National School Lunch Program, and Summer Meals. Yes___ No___
4. The responding company has professional references that demonstrate and evidence the ability to perform the required services. Yes___ No___
5. The responding company is licensed to do business in the State of California. Yes___ No___
6. The responding company agrees to adhere to the Department of Justice (DOJ) fingerprint and criminal background investigation and Tuberculosis (TB) requirements of Education Code Section 45125.1 et seq., 49406, and 47605 (I), and provide an affidavit that certifies all of their employees who work at The Palmdale Aerospace Academy and come into contact with students have the appropriate DOJ and TB clearances. DOJ and TB clearances are at the expense of the Meal Vendor; The Palmdale Aerospace Academy shall not reimburse for these expenses. Yes___ No___
7. The affidavit or documentation needs to list:
 - Employee name
 - The Palmdale Aerospace Academy School(s) the employee will interact with
 - Date of Criminal Background Check Clearance
 - TB expiration date
 - Name of DOJ custodian of records

The Meal Vendor's affidavit or documentation needs to be submitted with high authority (Management Team, C-level Executive) signature. Affidavit is due August 1st of each year of the contract, failure to provide this documentation is considered a material breach and grounds to terminate contract immediately. SFA may at various points throughout the school year, or as needed (September 1, December 1, February 1), request updated documentation. Meal Vendor will request and receive subsequent arrest notifications for its employees from the California Department of Justice to ensure ongoing safety of students.

Attachment C: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the responding company'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 (2) 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 vending services, and related services described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP. It is optional to provide any public financial statements from the past two (2) years of service.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last two years, and the reason(s) why.
5. Provide a description of promotional and/or marketing materials you will use to attract students to the program.
6. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
7. Provide sample monthly menus and production records for all meal types that show meal components and compliance with USDA federal reimbursable meal guidelines.
8. Provide a description of prior experience with US Food Distribution Program.
9. Provide a service plan for delivering meals to the school site on a daily or weekly basis. Make sure to state whether any part of your service will be contracted out to a third party, and if so, what aspects would be. Provide details about the delivery (e.g. a refrigerated food truck, etc.).
10. Provide a detailed list of proposed equipment to support meal services at The Palmdale Aerospace Academy. If equipment is not offered by the Vendor, please provide that information.

Attachment D: Respondent References

List three (3) references to which the Respondent has provided food service management services within the past 3 year(s).

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

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

Attachment E: Authorization Agreement

Request for Proposal for Meal Vendor (Individual Sites) RFP Number: **FS2025-26-001**

We _____, 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 The Palmdale Aerospace Academy.
5. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

By submitting and signing this proposal/bid, the bidder acknowledges and certifies that his/her company complies with the Buy American provision that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.

Meal Vendor Name: _____

Address: _____

E-Mail: _____ Website: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature 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	AVG DAILY PARTICIPATION*	COST PER MEAL	TOTAL
Breakfast	990	\$	\$
Lunch	1,100	\$	\$
Snack	100	\$	\$
Supper	50	\$	\$
Summer Breakfast	100	\$	\$
Summer Lunch	100	\$	\$
TOTAL		\$	\$

*Estimated units provided by SFA

Attachment G: Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

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

LOBBYING

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

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.
2. 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;
3. 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
4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment H: Disclosure of Lobbying Activities

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

(See next page for public burden disclosure)

Approved by OMB
No.0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing</p> <p>b. Material change</p> <p>For Material Change ONLY:</p> <p>Year: _____ Quarter: _____</p> <p>Date of last report: _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p>Entity: _____</p> <p>Prime _____ Subawardee _____</p> <p>Tier, if known _____</p> <p>Congressional School, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter</p> <p>Name and Address of Prime _____</p> <p>Congressional School, if known: _____</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description: CDFA</p> <p>Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known</p>		<p>9. Award Amount, if known</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI)</p>		<p>b. Individuals Performing Services (including address if different from 10.a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Print Name: _____</p>	
		<p>Title: _____</p>	
		<p>Telephone No: _____</p>	
		<p>Date: _____</p>	

Authorized for Local Reproduction
Standard Form (SF-LLL (Rev. 7-97))

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 School, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional School, 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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

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

Attachment I: Debarment, Suspension, and Other Responsibility Matters

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

A. The contractor certifies that it and its principals:

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

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

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment J: Certification of Independent Price Determination

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

Name of Meal Vendor

Name of SFA

- A. By submission of this offer, the offeror (Meal 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 detail):

Signature of Meal 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 SFA's
Authorized Representative

Title

Date

Attachment K: Cycle Menus

Menu Specifications

Respondent must submit a sample breakfast and lunch menu for three months. Each lunch meal must include an entrée, two side dishes, and a beverage. Each breakfast meal must include an entrée, one side dish, and a beverage.

The Palmdale Aerospace Academy will examine the sample menus on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant 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, produce, dairy and meat.

Meal variety: SFA will examine whether Respondents provide a variety of exciting, interesting meals, and enjoyable meals.

Below is an example of a lunch menu:

Monday	Tuesday	Wednesday	Thursday	Friday
Baked Chicken Tenders w/low fat dip Whole Wheat Pretzels or Whole Wheat Roll Broccoli salad Grapes 1% or Skim Milk	Whole Wheat Rotini Pasta w/Italian Meat Sauce Seasoned Whole Kernel Corn Fresh Nectarine 1% or Skim Milk	Grilled Cheese Sandwich on Whole Wheat Bread Tomato Soup or Baby Carrots Apple Slices Low fat Oatmeal Raisin Cookie 1% or Skim Milk	Nacho Salad with Taco Meat, Shredded Cheese, Baked Tortilla Rounds, Kidney Beans, Shredded Lettuce Red Gold Salsa Fresh Peach 1% or Skim Milk	Vegetable Brown Rice Salad Cheese Stick (skim cheese) and Sunflower Seeds Cucumber Slices w/low fat dip Raisins or Chilled Applesauce 1% or Skim Milk
Turkey & American Cheese Melt on a Whole Wheat Bun Chopped Romaine Lettuce & Tomato Slice Cantaloupe or Orange Wedges 1% or Skim Milk	Baked Cheese Ziti Whole Wheat Roll Garden Salad or Celery Sticks Mixed Fruit Cup 1% or Skim Milk	Roast Beef Sandwich on Whole Wheat Bread Mixed Vegetables Watermelon 1% or Skim Milk	Chicken Salad in Whole Wheat Pita Pockets Cucumber Sticks Chilled Peaches 1% or Skim Milk	Macaroni and Cheese Vegetarian Baked Beans Seasoned Whole Kernel Corn Cantaloupe 1% or Skim Milk
Bean & Cheese Burrito on a Whole Wheat Tortilla Spinach Salad Pineapple Chunks or Grapes 1% or Skim Milk	Meatloaf Whole Wheat Crackers Seasoned Redskin Potatoes Kiwi halves 1% or Skim Milk	Beef Ravioli Whole Wheat Roll Garden Salad Apple Slices 1% or Skim Milk	Cheese Pizza (whole wheat crust & skim cheese) Baby Carrots or Green Pepper Slivers w/low fat Ranch Dipping Cup Mandarin Oranges 1% or Skim Milk	Grilled Beef Teriyaki Strips Whole Wheat Roll or Baked Wheat Chips Seasoned Whole Kernel Corn Fresh Pear Slices 1% or Skim Milk

Attachment L: Piggyback Clause

The SFA hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections §20118 and § 20652.

Other SFA's participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall hold the [The SFA] harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private, and charter schools) to purchase equipment and services using the same terms and conditions.

- ☐ YES - Option Granted

- ☐ NO - The Vendor Declines to Participate

<hr/>		
Date	Signature/Title	Type or Print Name
<hr/>		
Name of Company	Address	City and State

Exhibit 1
[PROPOSED FORM OF]

Vendor Meals Contract
For the School Breakfast, National School Lunch Program, Snack Program,
and Supper Program

This Agreement ("Agreement") is entered into by and between The Palmdale Aerospace Academy herein after referred to as the "School" or School Food Authority (SFA), and _____, herein after referred to as the "Vendor." The effective date of this Agreement is August 1, 2025.

This Agreement sets forth the terms and conditions upon which the School retains the Vendor to provide meals for the School's nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Appendix 1. Furthermore, this Agreement sets forth the terms and conditions upon which the School will purchase meals from the Vendor and the Vendor will provide meals for the School's nonprofit food service program. The School and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

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

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

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

Breakfast <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div> <table style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">Price Per Meal</td><td style="width: 50%; padding: 5px;"><input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i></td></tr></table>	Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>	Adult Meal <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div> <table style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">Price Per Meal</td><td style="width: 50%; padding: 5px;"><input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i></td></tr></table>	Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>	Carton of Milk <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div> <table style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">Price Per Carton</td><td style="width: 50%;"></td></tr></table>	Price Per Carton	
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>							
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>							
Price Per Carton								
Lunch <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div> <table style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">Price Per Meal</td><td style="width: 50%; padding: 5px;"><input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i></td></tr></table>	Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>						
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>							
Afterschool Snack <div style="background-color: #cccccc; height: 20px; margin-top: 5px;"></div> <table style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">Price Per Meal</td><td style="width: 50%; padding: 5px;"><input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i></td></tr></table>	Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>						
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>							

A. AGREEMENT PERIOD

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

Annual Escalator Clause: Changes in the per-meal price may be considered by the School only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The School reserves the right to accept or reject any proposed price changes, in the best interest of the School. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

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

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

B. THE VENDOR AGREES TO:

1. Invoice School for unitized meals in accordance with the number of meals requested.
2. Provide the School, for approval, a proposed cycle menu for the operational period, at least 21 operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after School approval must be approved by the School, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in **Appendix 1**, Minimum Food specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the School during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the School with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

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

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for School. Meal count documentation must include the number of meals requested by the School.
6. Present to the School an invoice accompanied by reports which itemizes the previous month's meals no later than the day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered, are spoiled, or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the School the full amount of

any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the School for any excess costs the School incurs by obtaining meals from another source.

7. Provide the School with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the School Nutrition Programs (SNP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
8. Operate in accordance with current SNP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
9. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
10. Be paid by the School for all meals delivered in accordance with this Agreement and SNP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor and the number of meals served by the School that are not eligible for reimbursement.
11. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
12. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. THE SCHOOL AGREES TO:

1. Acquaint Vendor with School's current meal ordering process/system and assist in coordination of School's and Vendor's systems.
2. Ensure that a School representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal. The School assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the SNP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than One (1) business day .
3. Notify the Vendor within days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal SNP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the SNP. The School will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the within 30 days of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals in accordance with the Agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared and the number of meals served by the School that are ineligible for

reimbursement.

6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the School online contract for participation in SNP.

D. TERMINATION

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

E. STANDARD TERMS AND CONDITIONS

1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment I, must be signed by an authorized person and attached to this Agreement.
3. **State and Federally Required Contractual Provisions:** Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies

of CDE and state and local boards of education, as applicable, when providing services under this Agreement.

4. **Equal Employment Opportunity:** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
6. **Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the School and to the relevant federal or state agency as appropriate.
7. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the School has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the School has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by School of any rights or remedies for any breach by Vendor. School expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the School may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach. The remedies of the School is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.
8. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the School, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the School and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
 - a. Vendor agrees to notify the School by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would

otherwise exist as to any party or person.

9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. **Taxes:** The School has tax-exempt status.
12. **Buy American:** Vendor will comply with the Buy American requirement, which dictates that Schools participating in the federal school meal programs are required to purchase domestic commodities and products for School meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
13. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. School may inspect Vendor's facilities and vehicles.
14. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the School and assurance that unsafe products are identified and removed from School sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
15. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
16. **Lobbying Certification:** The Vendor must sign the Lobbying Certification, Attachment G, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment H), or will complete and submit as required in accordance with its instructions.
17. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, Attachment J, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
18. **Records:** Vendor and School shall retain all required records for a period of three (3) years after School makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the School, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the School, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order,

complete, and legible.

19. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the School and disclose results to the School.
20. **Insurance:** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award.

Complete the information below based on the Vendor's Certificate of Insurance:

- a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury— Combined Single Limit
- b. Automobile Liability— Combined Single Unit
- c. Workers' Compensation-Statutory; Employer's Liability—
- d. Excess Umbrella Liability— Combined Single Unit
- e. The School shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the School for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- f. The insurance company insuring the Vendor shall provide for notice to the School of cancellation of insurance policies 30 days before such cancellation is to take effect.

F. GENERAL ASSURANCES

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a School and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a School or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

School Food Authority / Vendor Signatures	
Name of SFA's Authorized Representative:	Title:
Signature of SFA's Authorized Representative:	Date Signed:
Name of Vendor's Authorized Representative:	Title:
Signature of Vendor's Authorized Representative:	Date Signed: