

LOS ANGELES REGIONAL



Fighting Hunger. Giving Hope.

REQUEST FOR PROPOSAL

Summer Food Service Food Program (SFSP) 2023

Proposals Due: April 18th, 2023 at 4:00 PM (PST)

Submit bid questions online at:

rfp@lafoodbank.org

Deliver Proposals to:

ATTN: Children's Nutrition Programs Department

Los Angeles Regional Food Bank

1734 E. 41st Street

Los Angeles, CA 90058

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Prepare forms and instructional pages as described below and attach them to the RFP

| Attachments | Instructions |
|--|--|
| Attachment I: Reference Check Form | Provide at least three (3) contacts of references that have worked with the Food Service Vendor within the last year. |
| Attachment II: Bid Acceptance | Complete the “Bidder” portion of the Bid Acceptance Form and provide a signature with the understanding that if the Food Service Vendor’s bid is accepted by the sponsor and the CDE, the Food Service Vendor will operate in accordance with all applicable and current SFSP regulations. |
| Section A: Contract for Vended Meals | Once bid has been selected, the Food Service Vendor will complete the Contract for Vended Meals. |
| Section B: Certificate of Independent Price Determination, No Sanctions and Drug Free Workplace | After fully reading all sections of this certification, the Executive Director of the bidder’s organization must provide their signature, legal name, official title and the date. |
| Schedule C: 15 Day Cycle Menu | Provide a 15-day cycle menu for both Breakfast AND Lunch which show compliance with SFSP meal pattern regulations for children ages 13 – 18 yrs. |
| Section E: Unit Price Schedule and Instructions | The Unit Price Schedule form is used as a fixed meal price contract. The Food Service Vendor will submit unit and total price for SFSP Breakfast and SFSP Lunch meals based on the estimated number of meals served each day and estimated number of serving days as stated in Appendix III . |
| Section H: General Provisions for Contract Exceeding \$250,000, Clean Air and Water Act, and Energy Policy Conservation Act | Read through the General Provisions, Clean Air and Water Act, and the Energy Policy Conservation Act. The certification is used to identify if facilities are listed on the EPA List of Violating Facilities and ensures the Food Service Vendors adhere to the aforementioned regulations. |

1.01 Procurement Objective & Important Dates

The Los Angeles Regional Food Bank is seeking proposals from qualified Food Service Vendors to provide unitized breakfast and lunch meals for the Summer Food Service Program (SFSP) during the 2023 year. Interested Food Service Vendors will be expected to provide breakfast and or lunch meals for approximately 11 sites from June 5th through September 1st, 2023. The contract awarded will be given to a Food Service Vendor that has the capacity stated above for the 2023 SFSP Program Year. The Los Angeles Regional Food Bank will consider Food Service Vendors that are able to prepare the estimated number of meals stated in this contract that meet the U.S.D.A. SFSP meal pattern requirements for 13-18yrs. old. The successful Food Service Vendor will enter into a contract with the Los Angeles Regional Food Bank for the duration of the 2023 SFSP program.

Deadline for Questions: April 17th, 2023 by 12:00 PM (PST) via email at rfp@lafoodbank.org

All questions/answers will be shared by April 17th, 2023 by 5:00 PM (PST)

Proposal Due Date & Time: Tuesday, April 18th, 2023 at 4:00 PM (PST)

Submit to:

Address: Los Angeles Regional Food Bank
1734 E. 41st Street
Los Angeles, CA 90058
Phone: (323) 234-3030
Email: rfp@lafoodbank.org

Proposals Must be Received and Time Stamped No Later Than Tuesday, April 18th by 4:00 PM (PST)

To obtain a copy of the RFP please send a request to rfp@lafoodbank.org

Contact Information: The following Food Bank staff are available to answer questions regarding this RFP via email only.

1. SR Director of Programs and Policy: Hilda Ayala
2. CN Programs Manager: Claudia Gonzalez
3. CN Programs Supervisor: Stacey Lau

Important Dates:

The Food Bank anticipates the tentative schedule of events to be as follows:

| Activity | Date |
|---------------------------------|--|
| Release of Request for Proposal | March 27 th , 2023 |
| Deadline to Submit Questions | April 17 th , 2023 |
| Proposals Due | April 18 th , 2023 |
| Proposal Evaluation | April 19 th - April 26 th , 2023 |
| Award Contract by | April 28 th , 2023 |

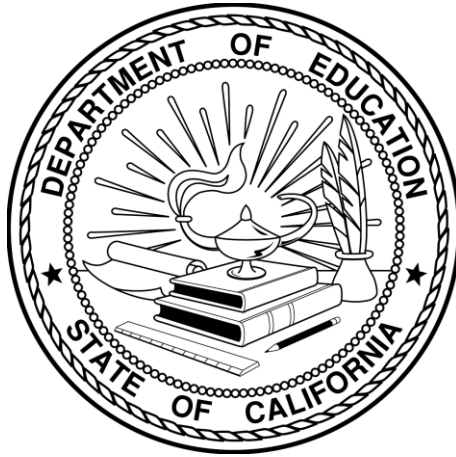
This institution is an equal opportunity provider.

1.02 Definitions

Definitions - as used herein.

- The term "bid" means an offer to perform the work described in the Request for Proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- The term "bidder" means a commercial Food Service Vendor submitting a bid in response to this Request for Proposal.
- The term "FNS" means the USDA Food and Nutrition Service
- The term "Food Service Vendor" or "Food Service Management Company" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with milk, for use in the SFSP.
- The term "Request for Proposal," hereafter referred to as "RFP", means the document soliciting bids through the formal advertising method of procurement. The contract will be awarded to the responsible firm whose proposal is most advantageous to the Sponsor, with the price and other factors considered.
- The term "Sponsor" refers to the Los Angeles Regional Food Bank.
- The term "program" means the Summer Food Service Program set forth in the Code of Federal Regulations, 7 CFR Part 225.
- The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with milk or without milk.
- The term "C.F.R." means Code of Federal Regulations.
- The term "CDE" means the California Department of Education.

1.03 Non-Discrimination



In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html 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 USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

Please note: The protected classes for the Summer Food Service Program and Child and Adult Care Food Program are race, color, national origin, age, sex, and disability

Short Version: This institution is an equal opportunity provider.

1.04 Program Description

Summer Food Service Program (SFSP) – 2023 Year

The Summer Food Service Program (SFSP) strives to help children get the nutrition they need to learn, play and grow throughout the summer, making them better prepared to start another school year. Through eligible organizations, the program provides free meals to children in low-income areas primarily in the summer months when most schools are closed for instruction. FNS records show that in July 2020 and 2021, the program provided meals to 5.7 and 5.1 million children each day, respectively. In total, the program provided 1.3 billion meals at a cost of \$4.3 billion dollars in FY 2020 and 3 billion meals at a cost of \$10.07 billion in FY 2021, the first full year of the pandemic.

The Los Angeles Regional Food Bank uses the Summer Food Service Program to encourage healthy eating habits that will simultaneously reduce childhood obesity rates and minimize malnourishment. The Food Bank's SFSP program provides free & nutritious meals to children 18 years of age and under through various partnering agencies in Los Angeles County. The Summer Food Service Program sites are located in areas where at least half of the children qualify for free-reduce price meals or where half or more of the children served by the site meet the income criteria. These locations can include libraries, parks & recreational centers, non-profit organizations and faith-based organizations.

We are projecting approximately 360 breakfast meals and 740 lunch meals will be served across an estimated 11 sites during the 2023 summer program. Nonetheless, the projected approximation information is provided as an example of previous meals caseload and is not a guarantee a similar number of meals will be vended out for this year.

1.05 Purpose of the Request for Proposal

The LA Regional Food Bank is seeking a proposal from qualified Food Service Vendor to provide quality meals based on the standards that meet the Summer Food Service Program guidelines, policies and additional Food Bank specifications, which are stated within this RFP. Tasty food, healthy menus, meal variety when possible, and on time delivery of meals are required. Transportation of the meals including supplies and equipment such as but not limited to Cambro (s), coolers, ice, hot plates, ice sheets, individual compartment plates, boat trays, napkins, utensils. The Food Bank will enter into a contract with a Food Service Vendor that is an established Food Service Vendor or an SFSP Food Service Vendor that meets all CDE requirements and is the most advantageous for the program.

As a Request for Proposal (RFP), bid price is very important, but other factors will be taken into consideration. The proposal must include the ability of providing hot and or cold breakfast and lunch meals at appropriate meal temperature; price of food, milk, packaging, equipment, utensils, condiments, requests of meal substitutions; and all other related costs. Breakfast and lunch meals are required to be prepared unitized.

The Food Bank retains the right to award all of the contract to a selected Food Service Vendor, refuse all RFPs or to re-solicit proposals. The award will be made, on the basis of price, food taste, and other factors to the responsive and responsible Food Service Vendor whose bid is most advantageous for the program.

For information about USDA SFSP meal patterns, visit the following:

<https://www.fns.usda.gov/sfsp/meal-patterns>

For information on the Interactive Food Buying Guide, visit the following website:

<https://foodbuyingguide.fns.usda.gov/>

1.06 Scope of Services

1. The Food Service Vendor will prepare hot and or cold breakfast and lunch meals to approximately 11 summer sites from June 5th, 2023 through September 1st, 2023 on specific days which meet the minimum requirements as to the nutritional content as specified by the SFSP (**Schedule B**) which is excerpted from the regulations 7 *CFR* § 225 for SFSP.
2. Meals may be either unitized with milk or milk can be in a separate container (depending on the agreed upon menu). Meals must be individually proportioned and packaged, and delivered in unitized form. Meals to be delivered must be stored in containers that maintain safe food temperatures. For example:
 - a. Cold Food – At or under 41 degrees Fahrenheit
 - b. Hot Food – At or over 135 degrees Fahrenheit
3. Food Service Vendor will include specified milk with meals, 1% white milk on Mondays, Tuesdays, and Thursdays, and Non-Fat Chocolate milk on Wednesdays and Fridays. This request can be accommodated based on the Food Service Vendor’s inventory with prior notification to the Los Angeles Regional Food Bank.
4. A variety of fresh fruit is preferred and must be listed on the menu provided within the bid package.
5. A variety of fresh vegetables is preferred and must be listed on the menu provided within the bid package.
6. Meals will NOT include pork products.
7. The Food Bank seeks a 15-day cycle menu that has a variety of appealing food to ensure that the meals are well received and consumed by the children. We encourage menus that reflect the wide cultural diversity of the communities we serve. Prior to award, a taste test will be conducted.
8. The Food Service Vendor will prepare hot or cold ready to eat meals on a daily basis (Monday-Friday). The Food Service Vendor and the Los Angeles Regional Food Bank can negotiate this as needed.
9. Meals will be prepared under properly controlled temperatures and assembled in a timely manner. The Food Service Vendor will maintain the meals/food under safe conditions that will not compromise the quality or taste of the meals.
10. The Food Service Vendor will transport the meals in a refrigerated vehicle or have the proper equipment to maintain temperatures (coolers, and hot box/Cambro). Please note that equipment such as refrigerator, oven, microwave may not be available at every site. The equipment used by the Food Service Vendor must be listed on the proposal.
11. The Food Bank will notify the Food Service Vendor a month in advance of the number of SFSP meals needed for the following month.
12. The Food Service Vendor must allow for the adjustment of SFSP meals until 4:00 p.m. three business days in advance for sites needing to adjust unless the Food Service Vendor and the Los Angeles

Regional Food Bank agree to other arrangements. Food Service Vendor must include their meal cancellation/adjustment policy on their proposal.

13. The Food Bank will not be obligated to pay for meals that are found (during delivery inspection or during meal service) to be of unacceptable quality (moldy bread, rotten fruits or vegetables, overcooked or burned food, spoiled milk, etc.), cold meals that have temperature higher than 41 degrees and hot meals that have temperature lower than 135 degrees and meals that do not meet the USDA guidelines.
14. Meals that are out of compliance (moldy, spoiled, missing components, etc.) are unacceptable. The Food Bank will notify the Food Service Vendor and the Food Service Vendor must submit a corrective action plan to the Food Bank within 72 hours. Failure to do so may result in written 30-day notice of suspension or termination of the contract.
15. The Los Angeles Regional Food Bank will not be obligated to pay for missing meal components or incomplete meals that do not meet the USDA meal pattern guidelines listed in **Schedule B**.
16. Under this program the Food Bank prefers a Food Service Vendor to buy domestic commodities or products. The Buy American Provision safeguards the health and well-being of our Nation's children and supports the U.S Economy, American farmers and small local agriculture businesses (7 CFR 210.21 (d) and Memo SP 38-2017). A "domestic commodity or product" is defined as foods that are unprocessed, the agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. A domestic creditable food component is the portion that counts toward a reimbursable meal (meats/meat alternates, grains, vegetables, fruits and fluid milk).
17. Food Service Vendor will provide eating utensils, napkins and condiments. Utensils are preferred individually wrapped plastic assorted cutlery set.
18. The Food Service Vendor will supply copies of the food preparation records as requested by the Los Angeles Regional Food Bank.
19. Los Angeles Regional Food Bank will share Google documents with the Food Service Vendor detailing meal updates, cancellations, service time changes, meal caps, closed dates, and any other important information that may be updated daily to ensure a successful meal program. Or, the Los Angeles Regional Food Bank can accommodate to the Food Service Vendor's current process of obtaining this information. Preferred method of receiving this information should be listed in the proposal.
20. The Food Service Vendor will provide substitutions or modifications of meals as required by federal law for participants who are documented by a recognized prescribing authority (physician, physician assistant, nurse practitioner) to be unable to consume the regular program meals due to a disability. A medical form or diet statement must identify the allergen or food to be avoided, how exposure to this food affects the participant and the specific foods to be omitted and substituted. The statement must be signed and dated by the prescribing authority and the Los Angeles Regional Food Bank will provide the Food Service Vendor a copy.

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21. The Food Service Vendor will provide meal substitutions for children that required special meal modifications due to religion with prior request from the Los Angeles Regional Food bank.
22. If the Food Service Vendor incurs additional costs for substitutions that exceed the regular meal payments, the Food Service Vendor may request additional reimbursement from the Los Angeles Regional Food Bank for the additional cost. Requests will be reviewed for approval on a case by case basis. Submitting a request does not guarantee reimbursement. Neither the Food Service Vendor nor the Los Angeles Regional Food Bank may charge any additional cost to participants who qualify for substitutions.
23. The Food Bank reserves the right to suggest menu changes periodically throughout the contract.
24. Meals will be prepared under properly controlled temperatures and assembled in a timely manner. The Food Service Vendor will maintain the meals/food under safe conditions that will not compromise the quality or taste of the meals.
25. The Los Angeles Regional Food Bank will not be obligated to place any minimum dollar amount of orders under the contract or any minimum number of orders. The Food Service Vendor will be paid based on the number of meals order per week X Food Service Vendor's price per meal.
26. Delivery slips must contain:
 - Time and temperature of departure from the Food Service Vendor's site including drivers' signature
 - Meal items with specifications
 - Time of delivery
 - Temperature upon delivery
 - Number of meals delivered
 - Site staff signature upon arrival

1.07 General Requirements

1. Delivery Requirements

- (a) Meals must be prepared by the Food Service Vendor for each center listed on the attached **Appendix III** in accordance with the order from the Sponsor.
- (b) Additional sites may be added or dropped from the program during the time of the contract. SFSP service sites as listed in **Appendix III** are provided only to demonstrate scope of work.
- (c) The Food Service Vendor shall be responsible for providing all meals and dairy products at the specified time. Adequate equipment must be provided during the transportation and delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.
- (d) The Sponsor reserves the right to add or delete centers. This shall be done by amendment of the **Appendix III** the Sponsor shall notify the Food Service Vendor of such amendments to the **Appendix III** not less than one week prior to the required date of service.

2. Supervision and Inspection

The Food Service Vendor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

The Food Service Vendor shall be required at all times during the performance of the awarded contract to maintain strict compliance with and adhere to any and all applicable laws, mandates, and regulations at the federal, state, and local levels pertaining to the safe handling and storage of food as well as health and safety in the workplace, including but not limited to, the laws, mandates, and regulations under the California Department of Public Health, Los Angeles County Department of Public Health and the Center for Disease Control (CDC).

During a public health emergency, the Los Angeles Regional Food Bank shall have the right to request for and obtain appropriate documentation from the Food Service Vendor to certify that it is following the aforementioned applicable laws, mandates, and regulations pertaining to health and safety in the workplace.

Certified Food Protection Managers

Have at least one management/supervisory employee (not necessarily the Person in Charge) who is a Certified Food Protection Manager present during all hours of operation. Proof of certificate must be included in the RFP packet.

Food Handler Training

Provide copy of written policy that addresses employee food safety training.

3. Record Keeping

- (a) Transport records must be prepared by the Food Service Vendor—one for the Food Service Vendor and one for the site personnel. The site personnel will be responsible for submitting a signed electronic copy to the Los

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Angeles Regional Food Bank. Transport records must be itemized to show the number of meals of each type delivered to each site. Each participating site will assign a site coordinator who will be responsible for receiving the meals, verifying the number of meals being delivered, and checking for any-damaged and/or incomplete meals before signing the transportation record. Any issues found upon delivery must be reported as soon as possible by the site coordinator to the Los Angeles Regional Food Bank who will then report it to the Food Service Vendor. Invoices shall be accepted by the Sponsor only if they accurately represent the transportation records signed by the site coordinator assigned at the site.

- (b) The Food Service Vendor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- (c) The books and records of the Food Service Vendor pertaining to this contract shall be available for a period of three years from the date the Sponsor submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of CDE, the USDA, the Sponsor, and the Controller General of the United States at any reasonable time and place.

4. Method of Payment

The Food Service Vendor shall submit its itemized invoice to the Sponsor Weekly.¹ Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding Week.² Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative.

5. Inspection of Facility

- (a) The Sponsor, CDE, and the USDA reserve the right to inspect the Food Service Vendor preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The Food Service Vendor facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- (c) The Food Service Vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Cost-Analysis

Pursuant to 2 CFR Part 200.324, all prospective food service Vendors upon request by the Sponsor shall be required to provide a written cost-analysis prior to submitting their finalized bids or proposals. The cost-analysis shall include a breakdown of the costs for each individual element that taken together shall make up the contract price. At a

minimum, the cost-analysis shall include separate line items for costs pertaining to direct labor, fringe benefits, overhead (indirect costs), materials, fuel and other logistics.

7. Negotiate Profit Separately from Contract Price

For purchases using federal funds in excess of \$250,000, the Sponsor may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by the Sponsor, the Food Service Vendor agrees to provide information and negotiate with the Sponsor regarding profit as a separate element of the price for a particular purchase. However, the Food Service Vendor agrees that the total price, including profit, charged by Food Service Vendor to the Sponsor shall not exceed the awarded pricing, including any applicable discount, under the Food Service Vendor's contract with the Sponsor.

8. Insurance

The Food Service Vendor shall ensure retention of proper insurance coverages, licenses, and permits needed to operate in accordance with applicable law as required by the State of California, Los Angeles County, and any other government authority, including special requirements related to liability. Upon request, the Food Service Vendor shall provide the Sponsor with copies of certificates of insurance, including endorsements and waivers of subrogation in favor of the Sponsor. Such certificates shall stipulate that such insurance shall not be cancelled without ten (10) days prior written notice to the Sponsor. The Food Service Vendor shall be required to maintain comprehensive general liability insurance (including product liability and premises liability insurance) including one or more endorsements evidencing that coverage is in "broad form" and includes contractual liability with limits no less than \$2,000,000 per occurrence. The Los Angeles Regional Food Bank, its officers, agents, and employees shall be listed as additional insureds on the Food Service Vendor's general liability insurance policy but only with respect to the responsibilities under the SFSP.

9. Indemnification

The Food Service Vendor shall indemnify and hold harmless the Los Angeles Regional Food Bank, its subsidiaries and affiliates, and its directors, officers, employees, agents and representatives from and against any and all liabilities, claims (including but not limited to any claim for death of or injury to persons or property), causes of action, fines, judgments, settlements, costs, expenses, penalties, losses or damages whatsoever of any kind or nature (including without limitation court costs and reasonable attorneys' fees) resulting or arising from or relating to the acts or omissions of the Food Service Vendor, its subsidiaries or affiliates, and their employees, agents and representatives, volunteers, relating to (i) the responsibilities of the Parties provided hereunder, and/or (ii) Food Service Vendor's breach of any representations, warranties, agreements or covenants set forth in this agreement.

10. Confidentiality

Each Party agrees and acknowledges that it will keep confidentiality and not use in any manner, and cause each of its employees, agents and representatives to keep confidential and not to use in any manner, any documents, information or data of any kind or nature whatsoever, whether oral or written, which is disclosed to or learned by such Party, its employees, agents or representatives regarding the business or affairs of the other Party, its subsidiaries and affiliates or any customers of any thereof or other person or entity with which any thereof may

have a business relationship, including without limitation the terms and conditions of this Agreement. Upon termination or expiration of this Agreement, for whatever reason, such Party shall promptly return or cause to be returned to the other Party or, destroy or cause to be destroyed all such confidential information and shall certify to the other Party that all copies thereof have been returned or destroyed.

11. Independence of the Parties

Neither this agreement nor any other document shall be deemed to create any relationship of agency, partnership or joint venture between the Parties for any purpose. This Agreement is not intended to affect the employment relationship that exists between the Food Service Vendor and its employees, who shall remain employed solely by the Food Service Vendor and subject to the Food Service Vendor's direction and control.

12. Assignment

The Food Service Vendor is prohibited from assigning or delegating any of its rights, obligations, duties, responsibilities, or interests contained in this Agreement with a third-party without the express written consent of the Sponsor.

13. Severability

In the event any provision or portion of this Agreement or the accompanying Appendices, Exhibits, or Attachments is held to be invalid or unenforceable, such provision or portion shall be severed, and the remaining provisions will remain in full force and effect.

14. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of laws principles. Venue for any litigation filed with respect to this Agreement (or the responsibilities of the Parties hereunder) shall be exclusive in the court, state or federal, sitting in Los Angeles, Los Angeles County, California, and each Party hereby waives all rights to a jury trial with respect to any such litigation.

15. Entire Agreement

This Agreement, including any Appendices, Exhibits, or Attachments to this Agreement, constitutes the entire agreement between the Parties with respect to this subject matter and supersedes all previous agreements, both oral and written, negotiations, representations, writings and all other communications between the Food Service Vendor and Sponsor.

16. Amendment

This Agreement may be amended or modified only pursuant to a separate written agreement signed by both the Food Service Vendor and the Sponsor.

17. Availability of Funds

The Sponsor shall have the option to cancel this contract if the federal government withdraws funds to support the SFSP. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and or delivered in accordance with this contract.

18. Number of Meals and Delivery Times

The Food Service Vendor must provide the exact number of meals ordered. Upon delivery, the site coordinator assigned will take a count of meals before the meals are accepted. Extra meals, damaged, and or incomplete meals shall not be included when the number of delivered meals is determined.

19. Emergencies

In the event of unforeseen emergency circumstances, the Food Service Vendor shall immediately notify the Sponsor of the following: (a) the impossibility of on-time delivery; (b) the circumstance(s) precluding delivery; and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 1 hour(s) after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel food orders as long as it gives the Food Service Vendor at least a 72 hours' notice. Adjustments for emergency situations affecting the Food Service Vendors ability to deliver meals or the Sponsor's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the Food Service Vendor and the Sponsor.

20. Termination for Cause or Convenience

- (a) The Sponsor reserves the right to terminate this contract if the Food Service Vendor fails to comply with any of the requirements of this contract. The Sponsor shall notify the Food Service Vendor of specific instances of non-compliance in writing. In instances where the Food Service Vendor has been notified of non-compliance with the terms of the contract and fails to take immediate corrective action, the Sponsor shall have the right upon a 30-day written notice to terminate the contract. The Food Service Vendor shall be liable for any damages incurred by the Sponsor in relation to the breach of contract. The Sponsor shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Sponsor reserves the right to terminate this contract for convenience upon a 30-day written notice.
- (c) The Sponsor shall by written notice to the Food Service Vendor, terminate the right of the Food Service Vendor to proceed under this contract if it is found by the Sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Food Service Vendor to any officer or employee of the Sponsor, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- (d) In the event this contract is terminated as provided in paragraph (c) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the Food Service Vendor as it could pursue in the event of a breach of the contract by the Food Service Vendor, and (ii) as a penalty in addition to any other damages in an amount

which shall not be less than three nor more than 10 times the cost incurred by the Food Service Vendor in providing any such gratuities to any such officer or employee.

- (e) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

21. Subcontracts and Assignments

The Food Service Vendor shall not subcontract with any other Food Service Vendor for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein. In the event of any assignment, the Food Service Vendor shall remain liable to the Sponsor as principal for the performance of all the Food Service Vendor's obligations under this contract.

22. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, Code of Federal Regulations, Chapter 60).

During the performance of this contract, the Food Service Vendor agrees as follows:

The Food Service 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.

The Food Service Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Food Service Vendor's performance of work under this Agreement, the Food Service 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. The Food Service 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 any Child Nutrition Program.

The Food Service Vendor will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Food Service Vendor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California *Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The Food Service Vendor and the Food Service Vendor's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Food Service Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- d. In the event of the Food Service Vendor noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Food Service Vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive

Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law

1.08 Evaluation Factors for Award

Evaluations of proposals will be based on fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to one factor alone.

The Los Angeles Regional Food Bank has established a screening committee consisting of personnel with experience and knowledge of the food program practices who will evaluate the proposals.

The Los Angeles Regional Food Bank reserves the right to select a Proposer based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Proposers regarding the responses received. In addition, we also reserve the right to conduct discussions with the Food Service Vendors who submit proposals. Any information from discussions will be shared with all bidders.

1. Price

Price of food, milk, recyclable packaging, utensils, napkins, condiments, keeping food temperatures within the food safety guidelines, and all other related costs should be included in your final unit bid price for the SFSP meals. Food Service Vendors must give an example of the recyclable trays they will provide for food service. If the food item requires a spork/fork/spoon (utensils), unitized utensils and napkins must be included with every delivery inside the unitized meal container and must not be soiled by food contents.

2. Menu/Food Samples

The Food Bank seeks a Food Service Vendor who can provide healthy, tasty menus, and meal variety when possible. The Food Service Vendor must be able to describe daily delivery of meals to all individual sites by the approved time. The Food Service Vendor must provide work examples and references from Sponsors the Food Service Vendor has worked with in the past year providing a similar quantity of meals and daily delivery.

3. Past Performance

Past performance of the Food Service Vendors service will be considered including timely delivery, missing meal components, quality of meals, menu creation, communication and accommodations for meal changes.

4. Communication

The Food Bank staff will be able to communicate with the Food Service Vendor point person regarding deliveries, invoices, updates in food orders via a Google Excel spreadsheet, phone call, or

text on a daily basis. The Food Service Vendor will be asked to provide documentation regarding current communication system with current Sponsors.

Rejection of Proposal Elements:

The Food Bank reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The Food Bank reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to the RFP.

Proposals shall be consistently evaluated based on the following competitive selection criteria:

| Criteria | Points |
|--|--------|
| SFSP Meal Pattern Requirements | 10 |
| Menu Variety | 15 |
| Taste Test | 15 |
| Meal Order System and Flexibility | 5 |
| Vended Meal Capabilities | 10 |
| Experience in the SFSP Program | 10 |
| References, Client Satisfaction, and Retention | 10 |
| Customer Service Description | 5 |
| Cost | 20 |
| Total | 100 |

1.07 Submission of Proposal

Submission of Bids:

- a. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so will be at the bidder's risk.
- b. Bids shall be executed and submitted in triplicate with one copy being marked “original”. If accepted, this material will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that “original” copy of the bid and other copies submitted by bidder. No changes in the specifications or general conditions as presented by the Sponsor herein are allowed. Cross-outs on this bid shall be initialed by the bidder prior to submission.
- c. Bids must include a copy of a current state or local health certificate for the food preparation facilities.
- d. Bids must include a copy of ServSafe Certification.
- e. Bids that exceed the lowest bids and bid totaling \$250,000 or more are subject to State Agency approval.
- f. Bids that are \$250,000 or more must include a copy of the bid bond in the amount of 10 percent of the value of the contract, as determined by Regulations.
- g. Estimated 360 breakfast and 740 lunch meals to be served during 2023
 - Your bid price for breakfast x = your total bid price for breakfast
 - Your bid price for lunch x = your total bid price for lunch
 - Bids must include a Debarment/Suspension Certification.
 - LA Regional Food Bank reserves the right to add or omit specific meal types by program. For example, remove breakfast or lunch meals during the duration of the program.
 - Meal cancellation/adjustments policy.
- h. Within 10 days of awarding the contract, Food Service Vendors shall provide the agency a Performance Bond in the amount of 25 percent for contracts that are \$250,000 or more.

- i. Attach CONTRACT FOR VENDED MEALS – SECTION A
- j. Attach CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, NO SANCTIONS, AND DRUG-FREE Workplace – SECTION B.
- k. Attach UNIT PRICE SCHEDULE AND INSTRUCTIONS – SECTION E
- l. Attach GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$250,000 Clean Air & Water Certification – SECTION H
- m. Attach three current (within one year) references with contact names, titles, and phone numbers and brief description of service provided and time period.
- n. Attach copy of liability insurance.
- o. Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above will be reason for rejection of the bid/proposal

Explanation to Bidders:

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested in writing prior and with sufficient time allowed for a reply to reach all bidders before RFP submission. No oral explanations or instructions will be given before the award of the contract.

Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP or if the lack of such information would be prejudicial to uninformed bidders.

Acknowledgement of amendments to RFP:

Receipt of amendment to an RFP by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid award.

Bidders having interest in more than one bid:

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

Errors in Bids:

Bidders or their authorized representatives are expected to fully inform themselves to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot relief on the plea of error.

Award of Contract:

- a. The contract will be awarded to the responsive and responsible bidder whose bid will be the most advantageous to the Sponsor as in RFP with price, and other factors considered.
- b. The agency reserves the right to reject any or all bids when there is sound documented business reason in the best interest of the SFSP program and to waive informalities and minor irregularities in bids received.
- c. The agency reserves the right to reject a bid of a bidder who has previously failed to perform properly or complete on-time contracts of a similar nature, or the bid of a bidder who investigation shows is unable to perform the contract.

Late Bids, Modifications of Bids, or Withdrawals of Bids:

- A. Any bid received after the exact time specified for receipt will not be considered.
- B. Any modification or withdrawal of bid must be made prior to the exact time set for receipt of bids.
- C. The only acceptable evidence to establish the date of receipt is made by:

Los Angeles Regional Food Bank

Children's Nutrition Programs Department

1734 E. 41st Street

Los Angeles, CA 90058

Contract Term:

The effective term of this contract shall be from June 5th, 2023 through September 1st, 2023 and there shall be no implied or automatic renewals. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension

In consideration of the service, performed in a manner acceptable to the agency and in compliance with the regulations, SFSP regulations, 7 CFR, Part 225, the Sponsor shall pay the Food Service Vendor within 30 days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

End of RFP

APPENDIX I – Procurement Code of Conduct

The Los Angeles Regional Food Bank provides the Summer Food Service program at multiple summer locations throughout Los Angeles County. It is mandated that we comply with 2 CFR 200.318 (C) (1), and establish a Code of Conduct that all persons who are engaged in the awarding and administration of contracts supported by USDA Food and Nutrition Program Funds will adhere to. The written standards of conduct must comply with the Federal Rule.

1. No employee, officer or agent of the Los Angeles Regional Food Bank shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:
 - a. The employee, officer, or agent
 - b. His or her partner
 - c. Any member of his or her immediate family
 - d. An organization which employs or is about to employ one of the above
2. Los Angeles Regional Food Bank employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Food Service Vendor, political contractors, or parties to sub agreements. Trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted.
3. Penalties for violations of the standards of Code of Conduct of the Los Angeles Regional Food Bank Food Program may include any of all of the following:
 - a. Reprimand or other disciplinary action by the LA Regional Food Bank CEO
 - b. Employee termination
 - c. Additional legal action necessary

The Los Angeles Regional Food Bank will maintain a written Code of Conduct; establish procurement procedures and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition. These procedures will reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318 (C) (1).

The Los Angeles Regional Food Bank will not knowingly do business with a company that is debarred or suspended. The Los Angeles Regional Food Bank is an equal opportunity employer.

APPENDIX II – Request for Proposal Summary Process

** The Food Bank’s screening committee will be conducting the food taste.

| Criteria | Minimum Standard | Minimum and/or Additional Documented Evidence Required | Rating Points |
|---|--|---|---------------|
| SFSP Meal Pattern Requirements | The Food Service Vendor must be able to meet all meal pattern requirements for children ages 13-18yrs as stated in Schedule B. | Include a 4-week sample menu with meal pattern components identified. | |
| Menu Variety | The Food Service Vendor provides evidence of an appealing and culturally relevant menu, with sufficient variety to not cause meal fatigue. | Include a 15-day cycle menu example for breakfast and lunch. | |
| Taste Test | The Food Service Vendor provides samples of each meal requested in EXACT packaging as would be delivered to sites. Meals will be evaluated on taste, appearance, and overall appeal. | The Food Service Vendor will drop off three (3) hot or cold ready to eat samples of each meal requested. The Food Service Vendors must prearrange time to drop off meals and will not be allowed to stay for meal sampling. | |
| Meal Order System and Flexibility | The Food Service Vendor shall provide a description of their ordering process and time frame for change allowances. | Include a detailed description of the ordering process, typical timelines, date allowances for changes, fees for changes, and any other relevant ordering management information | |
| Vended Meal Capabilities | The Food Service Vendor demonstrates experience providing vended meals, with thorough description of appropriate delivery capability. | The Food Service Vendor shall provide a list of all current California SFSP accounts for 2022-23, including # of sites for each Sponsor listed, meals served, and average number of meals. | |
| Experience in the SFSP Program | Experience in serving SFSP Sponsors in California. A minimum of 5 years of experience is required for full points. | Documentation of the year the company was founded, when SFSP meal service experience began, and who the Sponsors were. | |
| References, Client Satisfaction, and Retention | The Food Service Vendor must provide at least three detailed customer references, based on the sample provided. | The Food Service Vendor shall provide a list of all current California SFSP accounts. Sponsor reserves the right to contact any or all current or past Sponsors for reference in addition to the 3 references provided. Use Attachment I to provide at least 3 references. | |
| Customer Service Description | Description of communication processes for orders, urgent notifications, changes, etc. | Additionally, include a description of assigned staff to the Sponsor and ability to utilize current Sponsor communication tools such as Google Docs, Text Messages, and live person phone call access. | |
| Cost | Price per meal (SFSP breakfast/lunch) clearly articulated in Attachment _____ | | |
| Total | | | |

APPENDIX III -- List of 2023 SFSP Sites

| SITE NAME | ADDRESS | MEAL TYPE | BEGINNING AND ENDING DATES OF EACH SITE | EARLIEST DELIVERY TIME | # OF MEALS | SERVING TIMES |
|---|--|------------------------|--|------------------------|-----------------|--|
| All People’s Community Center | 822 E 20th St Los Angeles, CA 90011 | SFSP Breakfast & Lunch | Start Date: 06/20/23 End Date: 07/19/23 | 08:15 AM | B: 85 L: 85 | B: 09:00 - 10:00 AM L: 12:00 - 1:00 PM |
| Carson Boys & Girls Club | 21502 Main St Carson, CA 90745 | SFSP Breakfast & Lunch | Start Date: 06/12/23 End Date: 08/04/23 | 07:30 AM | B: 60 L: 100 | B: 08:00 - 09:00am L: 12:00 - 1:00 PM |
| Camp Little Bear - City of Bell | 6704 Orchard Ave, Bell, CA 90201 | SFSP Breakfast & Lunch | Start Date: 06/12/23 End Date: 08/11/23 | 8:00 AM | B: 50 L: 50 | B: 09:00 - 09:30 AM L: 12:00 - 1:00 PM |
| Children Mending Hearts | 9900 Grape St. Los Angeles, CA 90002 | SFSP Breakfast & Lunch | Start Date: 06/26/23 End Date: 08/04/23 | 8:30 AM | B: 50 L: 50 | B: 09:00 - 10:00 AM L: 12:00 - 1:00 PM |
| Harbor Village | 981 Harbor Village Dr Harbor City, CA 90710 | SFSP Breakfast & Lunch | Start Date: 07/03/23 End Date: 08/04/23 | 10:30 AM | B: 40 L: 45 | B: 8:30 – 9:30 AM L: 1:30 – 2:30 PM |
| KYCC Wilton | 680 S Wilton Pl Los Angeles, CA 90005 | SFSP Lunch | Start Date: 06/19/23 End Date: 08/04/23 | 10:00 AM | L: 60 | L: 12:30 – 1:30 PM |
| KYCC Menlo | 1230 S Menlo Ave Suite 100 Los Angeles, CA 90006 | SFSP Lunch | Start Date: 06/19/23 End Date: 08/04/23 | 10:00 AM | L: 50 | L: 12:30-1:30 PM |
| Our Lady of Lourdes | 315 S Eastman Ave Los Angeles, CA 90063 | SFSP Breakfast Lunch | Start Date: 06/12/23 End Date: 08/04/23 | 09:30 AM | B: 75 L: 125 | B: 07:00 – 08:00 AM L: 11:00 AM- 12:00 PM |
| San Fernando Valley Boys & Girls Club | 11251 Glenoaks Blvd, Pacoima, CA 91331 | SFSP Lunch | Start Date: 06/12/23 End Date: 08/04/23 | 11:00 AM | L: 75 | L: 12:00 – 1:00 PM |
| School on Wheels | 600 East 7th Street, Ste 109 Los Angeles, CA 90021 | SFSP Lunch | Start Date: 06/20/23 End Date: 08/04/23 | 12:00 PM | L: 50 | L: 3:00 – 4:00 PM |
| YWCA-GLA Union Pacific Empowerment Center | 4315 Union Pacific Ave Los Angeles, CA 90023 | SFSP Lunch | Start Date: 06/21/23 End Date: 08/02/23 | 11:00 AM | L: 50 | L: 11:30 AM – 12:30 PM |

SCHEDULE B: SFSP Meal Pattern Requirements

SUMMER FOOD SERVICE PROGRAM MEAL PATTERN

MEAL PATTERN DEFINITIONS

- 1 **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- 2 **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- 3 **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- 4 **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.
- 6 **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- 7 **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

CERTIFICATION – I certify to provide SFSP sponsors with meals that comply with the SFSP meal pattern requirements set forth in the federal regulations, 7 CFR Part 225.16 and as outlined above. I also understand failure to provide meals that meet the SFSP meal pattern requirements will result in loss of payment from the SFSP sponsor and/or removal from the SFSP Registered Food Service Vendors list.

| | |
|-------------------------------------|------|
| PRINTED NAME OF FOOD SERVICE VENDOR | DATE |
| SIGNATURE OF FOOD SERVICE VENDOR | DATE |



United States Department of Agriculture

CHILD MEAL PATTERN

| Breakfast | | | | |
|---|----------------|----------------|----------------|---|
| (Select all three components for a reimbursable meal) | | | | |
| Food Components and Food Items ¹ | Ages 1-2 | Ages 3-5 | Ages 6-12 | Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small> |
| Fluid Milk ³ | 4 fluid ounces | 6 fluid ounces | 8 fluid ounces | 8 fluid ounces |
| Vegetables, fruits, or portions of both ⁴ | ¼ cup | ½ cup | ½ cup | ½ cup |
| Grains (oz eq) ^{5,6,7} | | | | |
| Whole grain-rich or enriched bread | ½ slice | ½ slice | 1 slice | 1 slice |
| Whole grain-rich or enriched bread product, such as biscuit, roll or muffin | ½ serving | ½ serving | 1 serving | 1 serving |
| Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta | ¼ cup | ¼ cup | ½ cup | ½ cup |
| Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9} | | | | |
| Flakes or rounds | ½ cup | ½ cup | 1 cup | 1 cup |
| Puffed cereal | ¾ cup | ¾ cup | 1 ¼ cup | 1 ¼ cup |
| Granola | ⅓ cup | ⅓ cup | ¼ cup | ¼ cup |

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. ~~Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.~~

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

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of ~~meat~~ and meat alternates is equal to one ounce equivalent of grains.

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

| Lunch and Supper | | | | |
|--|-------------------|-------------------|-------------------|---|
| (Select all five components for a reimbursable meal) | | | | |
| Food Components and Food Items ¹ | Ages 1-2 | Ages 3-5 | Ages 6-12 | Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small> |
| Fluid Milk³ | 4 fluid ounces | 6 fluid ounces | 8 fluid ounces | 8 fluid ounces |
| Meat/meat alternates | | | | |
| Lean meat, poultry, or fish | 1 ounce | 1 ½ ounce | 2 ounces | 2 ounces |
| Tofu, soy product, or alternate protein products ⁴ | 1 ounce | 1 ½ ounce | 2 ounces | 2 ounces |
| Cheese | 1 ounce | 1 ½ ounce | 2 ounces | 2 ounces |
| Large egg | ½ | ¾ | 1 | 1 |
| Cooked dry beans or peas | ¼ cup | ⅓ cup | ½ cup | ½ cup |
| Peanut butter or soy nut butter or other nut or seed butters | 2 tbsp | 3 tbsp | 4 tbsp | 4 tbsp |
| Yogurt, plain or flavored unsweetened or sweetened ⁵ | 4 ounces or ½ cup | 6 ounces or ¾ cup | 8 ounces or 1 cup | 8 ounces or 1 cup |
| The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish) | ½ ounce = 50% | ¾ ounce = 50% | 1 ounce = 50% | 1 ounce = 50% |
| Vegetables⁶ | ½ cup | ¼ cup | ½ cup | ½ cup |
| Fruits^{6,7} | ½ cup | ¼ cup | ¼ cup | ¼ cup |
| Grains (oz eq)^{8,9} | | | | |
| Whole grain-rich or enriched bread | ½ slice | ½ slice | 1 slice | 1 slice |
| Whole grain-rich or enriched bread product, such as biscuit, roll or muffin | ½ serving | ½ serving | 1 serving | 1 serving |
| Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta | ¼ cup | ¼ cup | ½ cup | ½ cup |

¹Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. ~~Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.~~

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

ATTACHMENT I: References Check Form

REFERENCES CHECK FORM

The Contractor shall provide **three (3)** references– MINIMUM QUALIFICATIONS,

| | | |
|--|--|--|
| | Name of Company: | |
| | Address: | |
| | Telephone | |
| | E-Mail: | |
| | Contact Name | |
| | Brief Description and Period(s) of Performance | |

ATTACHMENT II: Bid Acceptance

BID ACCEPTANCE

ISSUED BY (AGENCY):

| | | | |
|------|-------|---------|------------------|
| NAME | | ADDRESS | |
| CITY | STATE | ZIP | TELEPHONE NUMBER |

BID OPENING

| | | | |
|------|------|----------|------------|
| DATE | TIME | LOCATION | ISSUE DATE |
|------|------|----------|------------|

BIDDER

| | | |
|-----------------|-------|-------------------|
| NAME OF COMPANY | | FEDERAL ID NUMBER |
| STREET ADDRESS | | TELEPHONE NUMBER |
| CITY | STATE | ZIP |

Estimated amount of bid \$ _____ Bid bond: _____%, Amount of bond: \$ _____
 Discount: _____% Discount is for: _____

Performance bond percentage required by California Department of Education (10% to 25%)
 Required _____% Amount \$ _____

By submission of this proposal, the Food Service Vendor certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current SFSP regulations.

| | | |
|--|-------|------|
| SIGNATURE OF AUTHORIZED REPRESENTATIVE | TITLE | DATE |
|--|-------|------|

ACCEPTANCE

Accepting a bid does not constitute acceptance of the contract. Upon acceptance by the agency and reviewed and approved by the California Department of Education, the bid documents will constitute the covenants, conditions, agreements and stipulations of the contract between the company making the proposal and the agency named above.

| | | |
|------------------------------------|-------------|-------|
| CONTRACT NUMBER | AGENCY NAME | DATE |
| SIGNATURE OF AGENCY REPRESENTATIVE | | TITLE |

PROCUREMENT METHOD: (check one)

- REQUEST FOR PROPOSAL COMPETITIVE NEGOTIATION
 COMPETITIVE SEALED BIDS NONCOMPETITIVE NEGOTIATION

FOR CDE USE ONLY

This contract reviewed for compliance with 7 CFR Part 225 by:

| | |
|-----------|------|
| SIGNATURE | DATE |
|-----------|------|

SECTION A: Contract for Vended Meals

CONTRACT FOR VENDED MEALS

THIS AGREEMENT, made and entered this _____ day of _____, 20_____, in the State of California, by and between _____ hereinafter referred to as the Sponsor and _____¹ hereinafter referred to as the Food Service Vendor.

WITNESSETH:

That the Food Service Vendor for and in consideration of the covenants, conditions, agreements, and stipulations of the Sponsor hereinafter expressed, does hereby agree to furnish to the Sponsor services and materials as described in the original RFP, Sections A, B, C, E, and H, and Appendix II, Appendix III which were attached and made a part hereof by this reference.

The period of this contract shall be from _____ through _____.² This contract may be renewed for one-year periods up to four times upon agreement of the Sponsor and the Food Service Vendor.

In the event of significant and unexpected rise in costs, including but not limited to, those pertaining to labor, materials and other logistics, incurred directly and solely by the Food Service Vendor from the performance of this contract, the Food Service Vendor may request for a prospective adjustment to the contract price for the remainder of the current effective contract term by providing the Sponsor with a written request for a price adjustment. The written request shall contain the reason or basis for adjustment to the contract price as well as the proposed effective date. All requests from the Food Service Vendor for contract price adjustments shall be considered by the Sponsor on a case by case basis and shall be strictly and solely subject to the approval of the Sponsor. No proposed adjustment to the contract price shall be effective without the express written consent of the Sponsor. The Sponsor, at its discretion, reserves the right to base any and all price adjustments on the change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

If the contract is terminated, the Sponsor will pay the Food Service Vendor any amount due within _____ days for meals ordered and met the meal pattern requirement.

In consideration of the service, performed in a manner acceptable to the Sponsor and in compliance with the regulations for the SFSP 7 CFR, Part 225 the Sponsor shall pay the Food Service Vendor within _____ days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

The total amount payable by the Sponsor to the Food Service Vendor under this contract shall not exceed \$ _____.

Within 10 days of awarding this Contract, the Food Service Vendor will provide the Sponsor a performance bond that is within (10% to 25%). Enter the amount of the percentage and amount of the Performance Bond that is required: _____ % Amount \$ _____

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| AGENCY | CONTRACTOR |
|--------------------------------|---|
| AGENCY NAME | CONTRACTOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) |
| BY (AUTHORIZED SIGNATURE) | BY (AUTHORIZED SIGNATURE) |
| PRINTED NAME OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING |
| TITLE | ADDRESS |

¹ Sole proprietorship, partnership, corporation, etc.

² The original contract period cannot exceed one year.

SECTION B: Independent Price Determination, Lobbying, No Sanctions, And Drug Free Workplace Certification

INDEPENDENT PRICE DETERMINATION, LOBBYING, NO SANCTIONS, AND DRUG FREE WORKPLACE CERTIFICATION

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

INDEPENDENT PRICE DETERMINATION

1. The prices in this bid 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 bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

LOBBYING

As required by Section 1352, Title 31 of the U. S. Code, and implemented at 34 CFR Part 82, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, 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.

DEBARMENT AND SUSPENSION

Entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The prospective Food Service Vendor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. Where the prospective Food Service Vendor is unable to certify to any of the statements in this certification, such prospective Food Service Vendor shall attach an explanation to this proposal.

DRUG FREE WORKPLACE

The bidder certifies that it will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (*Government Code* Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, *Code of Federal Regulations* (34 *CFR*), Part 85, Subpart F, for grantees, as defined at 34 *CFR*, Part 85, sections 85.605 and 85.610.

THE PERSON SIGNING THE BID DOCUMENTS CERTIFIES:

The bidder is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to the above Independent Price Determination sections (1) through (3).

The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above Independent Price Determination sections (1) through (3).

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

| | | |
|--|-------|------|
| SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR) | TITLE | DATE |
| NAME OF CONTRACTOR | | |
| <i>In accepting this bid, the agency certifies that the agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.</i> | | |
| SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE | TITLE | DATE |

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.

SCHEDULE C: Breakfast and Lunch Menu Cycles – Days 1 Through 5

BREAKFAST MENU CYCLE – DAYS 1 THROUGH 5

| FOOD COMPONENTS | SERVING SIZE | DAY 1 | DAY 2 | DAY 3 | DAY 4 | DAY 5 |
|-------------------------------------|--------------|-------|-------|-------|-------|-------|
| Breakfast | | | | | | |
| Meat/meat alternate | | | | | | |
| Grain/bread | | | | | | |
| Vegetable/Fruit (two or more kinds) | | | | | | |
| Milk, fluid | | | | | | |
| Other | | | | | | |
| Breakfast | | | | | | |
| Meat/meat alternate | | | | | | |
| Grain/bread | | | | | | |
| Vegetable/Fruit (two or more kinds) | | | | | | |
| Milk, fluid | | | | | | |
| Other | | | | | | |
| Breakfast | | | | | | |
| Meat/meat alternate | | | | | | |
| Grain/bread | | | | | | |
| Vegetable/Fruit (two or more kinds) | | | | | | |
| Milk, fluid | | | | | | |
| Other | | | | | | |
| Breakfast | | | | | | |
| Meat/meat alternate | | | | | | |
| Grain/bread | | | | | | |
| Vegetable/Fruit (two or more kinds) | | | | | | |
| Milk, fluid | | | | | | |
| Other | | | | | | |
| Breakfast | | | | | | |
| Meat/meat alternate | | | | | | |
| Grain/bread | | | | | | |
| Vegetable/Fruit (two or more kinds) | | | | | | |
| Milk, fluid | | | | | | |
| Other | | | | | | |

LUNCH MENU CYCLE – DAYS 1 THROUGH 5

| FOOD COMPONENTS | SERVING SIZE | DAY 1 | DAY 2 | DAY 3 | DAY 4 | DAY 5 | | | |
|---|--|-------|-------|-------|-------|-------|--|--|--|
| Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other | <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | | |
| | | | | | | | | | |
| Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other | <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | | |
| | | | | | | | | | |
| Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other | <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | | |
| | | | | | | | | | |
| Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other | <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | | |
| | | | | | | | | | |
| Lunch Meat/meat alternate Grain/bread Vegetable/Fruit (two or more kinds) Milk, fluid Other | <table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table> | | | | | | | | |
| | | | | | | | | | |

SECTION E: Unit Price Schedule and Instructions

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in **Appendix III**. (See the example below.)

| A. Meal Type/ Item ¹ | | B. Estimated Servings Per Day ² | C. Estimated Number of Serving Days ³ | D. Price ⁴ | E. Total Price ⁵ |
|------------------------------------|------|--|--|--------------------------|--------------------------------|
| Breakfast Meals | SFSP | | | | |
| Lunch Meals | SFSP | | | | |

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Instructions for completion of the Unit Price Schedule: (See the example on the next page.)

- ¹ The agency shall indicate which meal types the contractor will be providing meals for during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the agency must indicate so by placing "unitized meal" in parenthesis after the meal type. Include type of equipment being listed.
- ² The agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.
- ³ The agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contract period.
- ⁴ The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the agency.
- ⁵ The bidder shall calculate the total price (Column E) by multiplying B x C x D.

EXAMPLE

| A. Meal Type ¹ | | B. Estimated Servings Per Day ² | C. Estimated Number of Serving Days ³ | D. Unit Price ⁴ | E. Total Price ⁵ |
|------------------------------|------|--|--|-------------------------------|--------------------------------|
| Breakfast | SFSP | 100 | 40 | .65 | \$2,600 |
| Lunch | SFSP | 150 | 40 | 2.50 | \$15,000 |

SECTION H: General Provisions

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$250,000

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *UNITED STATES CODE (USC)* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC* 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, *CODE OF FEDERAL REGULATIONS*, (40 *CFR*) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$250,000.

Clean Air and Water

The contractor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 *USC* 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California *Health and Safety Code*, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.
2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 *USC* 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California *Water Code*, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.
3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
4. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California *Administrative Code*, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.

CLEAN AIR AND WATER CERTIFICATION

PER 7 *CFR* PART 226.22 (L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *USC* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC*1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 *CFR* PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$250,000.

1. The bidder certifies any facility to be utilized in the performance of this proposed contract

has has not

been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

| | | |
|--|-------|------|
| NAME OF CONTRACTOR | | |
| SIGNATURE OF AUTHORIZED AGENT (CONTRACTOR) | TITLE | DATE |