

Request for Proposal
for

Vended Meals

RFP # 202526

Ocean Charter School

12870 Panama St,
Los Angeles, CA 90066

Due Date: Thursday, 6/12/25 at 12:00p PST

Contact:
Tomoko Hirota
meals@oceancs.org

Advertisement: The Argonaut; May 8 & 15, 2025

Request for Proposal

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Notice of Request for Proposals
Vended Meals
RFP 202526

Notice is hereby given that the Governing Board of the **Ocean Charter School** (hereinafter referred to as **SFA**) is requesting proposals for a vended meal company (hereinafter referred to as **Respondent[s] or Vended Meal Company**) to provide meals compliant with the federal meal program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent 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 are available at the **SFA** website at <https://oceancs.org/parents/lunch-program/>.

To request the RFP documents by email, please contact Tomoko Hirota via email: meals@oceancs.org

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Taste Test and Tour** of the SFA facilities on
Friday, 5/23/25 from 8:30a-10a PST
Location: 12870 Panama St, Los Angeles, CA 90066

The Respondent must RSVP to meals@oceancs.org at least by 12:00p PST Thursday, 5/22/25 to attend the taste test and tour.

All potential Respondents must attend in order to submit a proposal.

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

Respondents must submit proposals via email with the title of the email being:

“Proposal - Vended Meal Company RFP 202526”

Send email with completed proposal documents attached to: meals@oceancs.org

The SFA will accept all proposals received on or before **Thursday, 6/12/25 at 12:00p PST**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on Friday, 6/13/25.

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 determines 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 their governing board, as applicable, at its regularly scheduled meeting

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a **Vended Meal Company** that will provide **Ocean Charter School** (hereinafter referred to as the school food authority [SFA]) with vended meals for their food service operation.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program and National School Lunch Program, to accommodate special diets where medically necessary, and improve the nutritional quality of meals.

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 through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Provide meals that support sustainability initiatives

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

Outlined below are competitive bidding basic standards:

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

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

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

To be competitive in this solicitation, the Respondent must:

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

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

Meal requirements:

- Meals will be provided as bulk, Family-style and will limit the amount of plastic used
 - Wednesday Lunch plus any other scheduled Minimum Days on the calendar need to be Grab and Go style for minimum day
- Vegetarian entree options should be offered daily in addition to main entree items (if they contain meat) for both Breakfast and Lunch
 - This includes Wednesdays Grab and Go Lunches
- Meals are offered by the school as Offer Vs Serve to cut down on food waste.
- Breakfast will contain 1 entree option daily with a blend of hot and cold items.
- Lunch will contain at least 1 entree option daily (more if the main entree is not vegetarian).
- Special Diet meals/Accommodations should mimic the menu as closely as possible.
- The following items must be excluded from the menus and are not allowed:
 - No canned foods allowed.
 - No Juice allowed, including 100% fruit juice.
 - No dry fruits.
 - No nuts - the campus is NUT FREE.
 - No Pork or Beef.
 - Limit sugary breakfast items such as muffins, concha, pastries.

Delivery requirements:

- Daily delivery of meals to SFA
 - SFA is a single-site school located at 12870 Panama St, Los Angeles, CA 90066.
- Lunch must be delivered hot for same day service and ready to serve in insulated containers
- Breakfast is delivered cold/frozen for the next day
 - Breakfast is served from 7:30a-8:00a Monday through Friday
 - Lunch is served from 11:30a-1:15p Monday through Friday

Equipment:

- Equipment available at the site: Refrigerator, food warmer, oven, stove
- Equipment to be provided by Vendor: Portion scooper delivered with meals

Additional Requirements:

- Must provide biodegradable and/or recyclable meal packaging and utensils
- Provide pricing for Vegan options that are SBP and NSLP compliant
- All meal accommodations accompanied by a doctor's note will be provided by the vendor for no additional cost

The term of the contract awarded to the most responsive and responsible bidder is one year. After careful consideration, the SFA may annually renew the Contract for four additional one-year periods upon agreement between both parties.

Schedule of Events
for
RFP # 202526

Release of RFP	Thursday	5/8/25
First Public Notice	Thursday	5/8/25
Second Public Notice	Thursday	5/15/25
Mandatory Taste Test & Tour* - 8:30a-10a PST	Friday	5/23/25
Respondent Question Submission Deadline - 12:00p PST	Wednesday	5/28/25
SFA Provides Answers	Friday	5/30/25
Deadline for Submission of Sealed Proposal - 12:00p PST	Thursday	6/12/25
Proposals Opened	Friday	6/13/25
Proposals Evaluated	Friday	6/13/25
Board Meeting – Proposal Approval	Thursday	6/26/25
Anticipated Contract Award Date	Friday	6/27/25

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://oceancs.org/parents/lunch-program/>

*All interested Respondents must RSVP to and attend the Mandatory Taste Test & Tour. The SFA will reject proposals from Respondents that do not RSVP and attend.

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 specifications 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. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. 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 the cover page 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.
8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <https://oceans.org/parents/lunch-program/>. The SFA will notify Respondents so they can obtain any addenda from the SFA's website, or request it by email.
9. 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.
10. 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.
11. The SFA will not consider a joint proposal submitted by two or more entities.

12. 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.
13. 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.
14. 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.
15. 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.
16. Respondents may submit their questions regarding the information presented in this RFP to Tomoko Hirota in writing by e-mail at **meals@oceancs.org**, no later than **Wednesday, 5/28/25 at 12:00p PST**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
17. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
18. 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.
19. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Taste Test and Tour.
20. Respondents shall submit one copy in digital format via email. **Send the email with proposal documents attached to: meals@oceancs.org**. Should the Respondent need a different method to submit proposal documents, the Respondent may submit a request for details on how to submit.
 - a) The digital proposal must be submitted via email with the title of the email listed here:
"Proposal - Vended Meals RFP 202526 - [insert Respondent Company Name here]"
21. Following Notice of Award, the SFA shall provide, to each Selected Vendor, not less than two full, original copies of the Agreement, with copies of all certifications submitted by the Vendor attached and otherwise ready for execution by the Vendor. A Selected Vendor shall sign and otherwise execute those copies of the Agreement, and submit those to the SFA:

- a) not later than seven calendar days following receipt of the Notice of Intended Award; or
- b) as the SFA may determine, but not later than seven calendar days following delivery of those copies to the Selected Vendor.

If a Selected Vendor fails to sign, otherwise execute, and return all copies of the Agreement, otherwise unmodified and with all attachments as originally attached by the SFA, within the applicable seven-day period, the SFA, in its sole discretion, may award the intended scope to one of the other Vendors or may not award that scope to any Vendor.

22. Any Vendor that has duly submitted a Proposal may protest the intended award of the Agreement ("Protest") only on one or both of the following grounds: (i) the Proposal submitted by another Vendor is not responsive to the requirements of the Proposal Documents; and (ii) the SFA erred in the process of evaluating Proposals and awarding Agreements. The SFA will consider a Protest only if it is based on one or both of the foregoing grounds, and the SFA will not consider a Protest if it asserts any other basis for the Protest. Each Protest must be in writing and must strictly comply with all requirements of this Section. The SFA will not accept or consider any oral Protest (e.g., by telephone) or any Protest sent via email or other electronic means. In order for a Protest to be valid and be considered by the SFA, the Protest:

- a) Must be received by the SFA, at the Place for Submitting Proposals, not later than 4:00 p.m. Pacific Time on the fifth business day following the date the SFA emailed the Notice of Intended Award to Vendors that submitted Proposals;
- b) Must clearly identify the Vendor that is filing the Protest, together with the name, address, and telephone number of the person representing the Vendor for purposes of the Protest;
- c) Must clearly identify the specific Proposal(s) and/or process(es) that is(are) the subject of the Protest;
- d) Must clearly identify the specific provisions of the Proposal(s) at issue and the Proposal Documents relevant to the Protest;
- e) Must clearly identify and describe in detail the specific basis or bases for the Protest and all facts relevant thereto;
- f) Must clearly identify and describe in detail all arguments by the protesting Vendor in support of the Protest, including, without limitation, citations to applicable requirements of the Proposal Documents and Applicable Law; and
- g) Must be submitted with all documentation the protesting Vendor desires to submit that is relevant to and supports the basis or bases underlying the Protest.

If a Protest does not comply with each and all of the foregoing requirements (provided that a protesting Vendor will be deemed to have submitted all documentation that it desires in accordance with clause [g] of the foregoing), the SFA will reject the Protest as invalid. However, upon receipt of a valid Protest, the SFA and/or its legal counsel will review the Protest and provide a written response to the protesting Vendor setting forth a recommendation for action by the SFA in response to the Protest. Action on a Protest by the SFA shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the protested matter(s).

Proposal Requirements

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

Table of Contents

Include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Minimum Qualifications (Attachment A)

The SFA will only consider Respondents that **meet all minimum qualifications**.

Proposal Questionnaire (Attachment B)

The Proposal Questionnaire 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.

Respondent References (Attachment C)

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

Authorization Agreement (Attachment D)

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

Fee Proposal (Attachment E)

The Respondent must complete the Fee Proposal and return it with the proposal package.

Certifications (Attachment F)

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

- F - 1 - Certification Regarding Lobbying
- F - 2 - Disclosure of Lobbying Activities
- F - 3 - Debarment, Suspension, and Other Responsibility Matter
- F - 4 - Certificate of Independent Price Determination
- F - 5 - Clean Air Act
- F - 6 - Buy American Provision Certification
- F - 7 - China Prohibition Certification

Evaluation of Proposals

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

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

The 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
Cost	30
Taste Test Results*: Products sampled for mandatory taste test will be scored and ranked at the time of testing. <i>*Taste test scoring will be shared prior to the event.</i>	25
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions, and Proposal Requirements?	5
Based on the Proposal Questionnaire responses the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements.	25
Experience as measured by client retention and satisfaction, and references.	15
TOTAL POINTS	100

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

Attachment A
Minimum Qualifications

Respondent Company Name

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 its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three (3) years of experience with federal school meals programs.
Yes _____ No _____
2. The Respondent has the resources and ability to provide approximately 38,000 meals per school year.
Yes _____ No _____
3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____
6. The Respondent has the resources and ability to provide meals delivered hot meals daily.
Yes _____ No _____

Attachment B
Proposal Questionnaire

Respondent Company Name

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

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment A, along with any necessary substantiating information. Limit your responses to information about your company's capabilities limited to and specific to the criteria in Attachment A.
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 vended meal services as described in this RFP.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide a description of promotional and 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.

Attachment C
Respondent References

List three references to which the Respondent has provided vended meals within the past 3 years 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 Email
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

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

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

Attachment D

Authorization Agreement

Request for Proposal for Vended Meals
RFP # 202526

We, _____ **[Enter Vended Meal Company Name]**, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have made examinations and verifications, and are fully conversant with all conditions to be performed for SFA.
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.

Vended Meal Company Name: _____

Federal Employee Identification Number (FEIN): _____

Address: _____

City: _____ State: _____ Zip: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Phone Number: _____

Signature of Authorized Representative

Date Signed: _____

Attachment E Fee Proposal

All costs are based on average daily participation of 38 breakfasts per day and 175 lunches per day served over **180** school days.

Ocean Charter School is a single-site charter school located at 12870 Panama St, Los Angeles, CA 90066.

COST PER MEAL						
Respondent Instructions: 1) Provide a fixed price per meal based on all food costs. 2) Prices must not include values for donated foods and must include all meal programs applicable.						
1. LINE ITEM	Grades	Estimated Enrollment SY25-26	ADP	Annual UNITS	RATE	TOTAL (Annual Units * Rate)
Breakfast	PK-8	560	38	6,840	\$	\$
Lunch	PK-8	560	175	31,500	\$	\$
TOTAL Projected Annual Contract Cost (Vended Meal Company Fill in)					\$	\$

The Vended Meal Company shall credit the SFA for the full value of U.S. Department of Agriculture (USDA) Foods. The Vended Meal Company shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 CFR), Section 200.406[a]).

Attachment F - 1
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(Signature)

(Date)

Attachment F - 2

Disclosure of Lobbying Activities Approved by OMB 0348-0046

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year__quarter__ Date of last report_____
4. Name and Address of Reporting Entity: ____Prime _____Subawardee Tier_____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 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 District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 telephone number.

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

Attachment F - 3

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

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

Participant or Respondent Company Name

RFP # 202526

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

Signature(s)

Date

Attachment F - 4
Certificate of Independent Price Determination

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

- A. By submission of this offer, the Respondent 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 bid proposal opening in 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 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 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):

<hr/> Signature of Respondent Authorized Representative	<hr/> Title	<hr/> Date
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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.

<hr/> Signature of SFA Authorized Representative	<hr/> Title	<hr/> Date
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Note: Accepting a Respondent's offer does not constitute award of the contract.

Attachment F - 5

CERTIFICATION REGARDING CLEAN AIR AND WATER

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

THE RESPONDENT AGREES AS FOLLOWS:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency 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.
3. 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.
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

1. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
4. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

5. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased, or supervised by the Food Service Management Company.

AUTHORIZED REPRESENTATIVE:

_____ Signature	_____ Print Name	_____ Title	_____ Date Signed
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Attachment F - 6
BUY AMERICAN PROVISION CERTIFICATION

Pursuant to Section 12(n) of the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), as added by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336), the SFA will purchase domestic commodities or products to the maximum extent practical.

The SFA will comply with 7 *CFR*, sections 210.21[d] and 220.16[d], and CDE Buy American Provision Management Bulletin SNP-01-2025, including the definitions defined below, when purchasing food products served in the school meals programs.

Pursuant to Title 7 *CFR*, sections 210.21(d) and 220.16(d), the SFA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States (U.S.), **and** a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. USDA Policy Memorandum SP 38-2017 specifies that a product’s food component (defined in 7 *CFR*, section 210.21) is considered the agricultural product.

Regulations define **substantially** to mean that food products must consist of over 51 percent of agricultural commodities that were grown domestically. USDA policy further clarifies foods that are unprocessed must be domestic, and foods that are processed must be 1) processed domestically, and 2) comprised of over 51 percent domestically grown items by weight or volume.

In addition, the SFA procurements for harvested fish will meet the following requirements: 1) Farmed fish must be harvested within the U.S. or any territory possession of the U.S.; 2) Wild caught fish must be harvested within the Exclusive Economic Zone of the U.S. or by a U.S. flagged vessel.

The SFA may purchase non-domestic foods when it is determined that one of the following limited exceptions is met:

1. The product is listed on the Federal Acquisitions Regulations (FAR) Nonavailable articles list found at *48 Code of Federal Regulations (CFR)*, Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

The SFA will maintain documentation to demonstrate the use of exceptions and adhere to the following Buy American exception caps. The Respondent will provide the SFA with all required documentation to ensure tracking of nondomestic products is in compliance.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Assembly Bill 778 adds LEAs to FAC Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

In addition, the California Food and Agriculture Code (FAC) 58596.3, requires SFAs that receive \$1 million or more annually in federal SNP reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

Lastly, Assembly Bill 778 adds LEAs to FAC Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

In order to determine compliance with the Buy American Provisions, Respondents awarded the contract will be required to provide documentation certifying compliance with the requirements of the Buy American Provisions, as mandated by the Buy American Food Act including, without limitation, specific information about the percentage of U.S. content in any processed end product. The Respondent will provide certification of domestic origin for products which do not have country of origin labels. Vendor acknowledges and agrees to

comply with the Buy American Food Act (Food and Agriculture Code section 58596.1, et seq., California Senate Bill 490), and provide SFA with all documentation necessary enabling SFA to confirm Vendor's compliance.

Respondents are required to notify the SFA prior to shipping a non-Buy American Provision compliant product. The successful Respondent understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the SFA and/or are either of the two (2) exceptions approved mentioned previously in this section.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Attachment F - 7

China Prohibition Certification

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the SFA's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

Implementation of this prohibition should be done by including the provision in all procurement solicitations and contracts for the procurement of poultry. To ensure compliance with the prohibition, program operators should obtain a certification of acknowledgement from their supplier, e.g., manufacturer, processor, or distributor, that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260). A sample of the certification language is attached to this communication and is also located below.

Certification Language:

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We _____ (insert vendor name), certify that the products on our menus and the foods provided to the SFA did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Additional Information:

The SFA and their supplier, e.g., manufacturer, processor, or distributor, should provide signatures by an authorized representative for each entity that acknowledges their agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116–260).

_____ Signature of Respondent Authorized Representative	_____ Title	_____ Date
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_____ Signature of SFA Authorized Representative	_____ Title	_____ Date
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USDA Nondiscrimination 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.

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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (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 USDA by:

1. 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;
2. fax:
202-690-7442; or
3. email:
Program.Intake@usda.gov.

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