

**RFP TITLE: Ed Broker's Educational Services 2019-20 Meal Vendor**  
**RFP #: FS2019-20**

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**DATE OF ISSUANCE:** Friday, April 26, 2019

**BIDS MAY BE SUBMITTED BY TIME RECORDED MAIL  
DELIVERY (UPS, FEDEX), HAND DELIVERY, or EMAIL**

**BID DUE DATE:** Friday, May 10, 2019 at 12:00P.M.

**E-mail address** [crystal.arrants@dtpacademy.com](mailto:crystal.arrants@dtpacademy.com)

**Submit to:** Attn: Crystal Arrants  
Ed Broker's Educational Services  
7280 Oxford Ave  
Hesperia, CA 92345

**Notice of Request for  
Proposals**

**Meal Vendor Service  
RFP FS2019-20**

Notice is hereby given that the Governing Board of Ed Broker's Educational Services (hereinafter referred to as **SFA**) is requesting proposals for a Meal Vendor (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

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

The Request for Proposal (RFP) documents may be downloaded from the SFA's Web site at [www.dtpacademy.com](http://www.dtpacademy.com) and [www.lepacademy.com](http://www.lepacademy.com) or can be obtained from the SFA by e-mail. To request the RFP documents by e-mail, please contact Crystal Arrants at [crystal.arrants@dtpacademy.com](mailto:crystal.arrants@dtpacademy.com).

Respondents must submit written and digital proposals by time recorded mail delivery (UPS, Fedex), hand delivery, or e-mail labeled "RFP #FS2019-20 Ed Broker's Educational Services 2019-20 Meal Vendor." Mail or hand delivery proposals should be addressed to the SFA Office at **Attn: Crystal Arrants, Ed Broker's Educational Services, 7280 Oxford Ave, Hesperia, CA 92345**. Digital proposals should be sent to [crystal.arrants@dtpacademy.com](mailto:crystal.arrants@dtpacademy.com).

The SFA will accept all proposals received on or before **Friday, May 10, 2019 at 12:00PM PST**. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at 1pm on May 10, 2019.

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 Board of Education at its regularly scheduled meeting.

## Request for Proposal

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## Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Meal Vendor that will provide the SFA with vended meals to support its food service operation for **individual school sites**. The Meal Vendor will provide services to the SFA as described in the Scope of Services section on page 3.

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

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate student participation in the program through improving 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, and successful menu variation and planning
- Maintain reasonable prices for students participating in the food service program
- Maintain student and staff morale at a high level

SFAs shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will 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(s) to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

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

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

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

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 or by email and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

## Scope of Work

---

All Meal Vendor respondents must fulfill the following responsibilities:

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

In addition to the responsibilities above, the Meal Vendor must fulfill the specific responsibilities for each site listed below.

Meal Vendor to provide meals for the following locations:

- Desert Trails Preparatory Academy (TK-8th)
  - Located on private leased site. Expected enrollment of 550 students. School year is 175 days.
  - Breakfast and Lunch to be delivered weekly.
  - Provide necessary food service equipment to prepare/maintain/and serve meals.
- Laverne Elementary Preparatory Academy (TK-6th)
  - Expected enrollment of 480 students. School year is 175 days.
  - Lunch to be delivered weekly.
  - Provide necessary food service equipment to prepare/maintain/and serve meals.

## Participation Breakdown:

### Two sites

| PROGRAM                        | Site(s): | GRADES | MAX ENROLLMENT* | Estimated Daily Order Qty | AVERAGE DAILY PARTICIPATION | FULL PAY* | FREE* | REDUCED* |
|--------------------------------|----------|--------|-----------------|---------------------------|-----------------------------|-----------|-------|----------|
| National School Lunch (NSLP)   | DTPA:    | K-8    | 540             | 350                       | 65% (350 approx)            | 15%       | 71%   | 14%      |
|                                | LEPA:    | K-6    | 480             | 280                       | 58% (280 approx)            | 36%       | 49%   | 15%      |
| School Breakfast Program (SBP) | DTPA:    | K-8    | 540             | 120                       | 22% (120 approx)            | 15%       | 71%   | 14%      |

\*These numbers are based on previous enrollment and are projected estimates for the 2019-2020 school year. There is no guarantee these numbers will be met.

**Schedule of Events  
for  
RFP # FS2019-20**

- Release of RFP April 26
- Respondent Question Submission Deadline May 1 5pm
- SFA Provides Answers May 3
- Deadline for Submission of Sealed Proposal May 10 12pm
- Proposals Evaluated May 10 - 13
- Winning Proposal Selected – Board Approval TBD May 14-17

The SFA will use every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment at [www.dtpacademy.com](http://www.dtpacademy.com) and [www.lepacademy.com](http://www.lepacademy.com)



## General Instructions for Respondents

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

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

24. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on [Note: insert where notice will be posted, e.g., SFA Web site, etc.]. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
25. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
26. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
27. The SFA will not consider a joint proposal submitted by two or more entities.
28. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
29. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
30. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
31. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
32. Respondents may submit their questions regarding the information presented in this RFP to Crystal Arrants in writing by e-mail at [crystal.arrants@dtpacademy.com](mailto:crystal.arrants@dtpacademy.com) or fax at 323-232-9588 no later than June 24, 2018 at 4pm. 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.
33. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
34. 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.

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

Ed Broker's Educational Services 2019-20 Meal Vendor RFP #FS2019-20  
Ed Broker's Educational Services  
Attn: Crystal Arrants  
7280 Oxford Ave  
Hesperia, CA 92345

## Proposal Requirements

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

### Section 1 – Administrative Requirements

#### **A. Cover Letter**

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

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

- **The following certification:**

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

## **B. Table of Contents**

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

### Section 2 – Required Attachments

#### **A. Attachment Checklist**

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

#### **B. Minimum Qualifications**

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

#### **C. Proposal Questionnaire**

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

#### **D. Respondent References**

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

#### **E. Authorization Agreement**

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

#### **F. Fee Proposal**

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

**I. Certifications**

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

**J. Certificate of Price Determination**

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

**K. 21 Day Cycle Menu**

The Respondent must submit a 21 Day Cycle menu with the proposal package

## 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 Master Copy of the proposal shall have priority over additional proposal copies.

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

| CRITERIA  | MAXIMUM POINTS |
|---|----------------|
| Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?   | 10             |
| Experience with School Breakfast and National School Lunch Programs.  | 10             |
| Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction. | 20             |
| The financial stability of the Respondent.  | 10             |
| Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.  | 10             |
| Meal Variety on Menus   | 5              |
| Cost  | 10             |
| <b>TOTAL POINTS</b>   | <b>75</b>      |

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:  
**Attachments Checklist**

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Respondent Company Name

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

| <u>Attachment</u> | <u>Attachment Name</u>  |
|-------------------|-------------------------|
| ____1             | Cover Letter            |
| ____2             | Attachments Checklist   |
| ____3             | Minimum Qualifications  |
| ____4             | Proposal Questionnaire  |
| ____5             | Respondent References   |
| ____6             | Authorization Agreement |
| ____7             | Fee Proposal            |
| ____8             | Certifications          |
| ____9             | 21 Day Cycle Menu       |

Attachment B:  
**Minimum Qualifications**

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

As of July 1, 2018, both the Respondent's company and the responding company's key personnel meet all of the following minimum qualifications:

1. The responding company has at least three years of experience with food service programs.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. The responding company has the resources and ability to provide 160,000 meals per fiscal year.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. The responding company has knowledge and experience with the School Breakfast Program and National School Lunch Program.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. The responding company has professional references that demonstrate and evidence the ability to perform the required services.

Yes \_\_\_\_\_ No \_\_\_\_\_

5. The responding company is licensed to do business in the State of California.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. The responding company agrees to adhere to the Department of Justice (DOJ) fingerprint and criminal background investigation and Tuberculosis (TB) requirements of Education Code Section 45125.1 et seq., 49406, and 47605 (l), and provide an affidavit that certifies all of their employees that work at Ed Broker's Educational Services schools who come into contact with students have the appropriate DOJ and TB clearances. DOJ and TB clearances are at the expense of the Meal Vendor; Ed Broker's Educational Services shall not reimburse for these expenses.

□ The affidavit or documentation needs to list:

- Employee name

- Ed Broker's Educational Services school(s) the employee will interact with
- Date of Criminal Background Check Clearance
- TB expiration date
- Name of DOJ custodian of records

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

Yes \_\_\_\_ No \_\_\_\_

Attachment C:  
**Proposal Questionnaire**

This proposal questionnaire is intended to provide the SFA with specific information concerning the responding company's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is (are); the length of time the company has been providing meal vending services, and related services described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last two years, and the reason(s) why.
5. Provide a description of promotional and/or marketing materials you will use to attract students to the program.
6. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
7. Provide a service plan for how you will deliver meals to each school site on a weekly basis. Make sure to state whether any part of your service will be contracted out to a third party, and if so, what aspects would be.
8. Provide sample monthly menus and production records for all meal types that show meal components and compliance with USDA federal reimbursable meal guidelines.

**Attachment D:  
Respondent References**

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

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

|  |               |                      |
|--|---------------|----------------------|
| <b>Reference 1</b>                     |               |                      |
| Name of Reference                      |               |                      |
| Street Address                         |               |                      |
| City                                   | State         | Zip Code             |
| Contact Person                         | Contact Title | Contact Phone Number |
| Brief Description of Services Provided |               |                      |
| Dates of Service                       |               |                      |
| <b>Reference 2</b>                     |               |                      |
| Name of Reference                      |               |                      |
| Street Address                         |               |                      |
| City                                   | State         | Zip Code             |
| Contact Person                         | Contact Title | Contact Phone Number |
| Brief Description of Services Provided |               |                      |
| Dates of Service                       |               |                      |
| <b>Reference 3</b>                     |               |                      |
| Name of Reference                      |               |                      |
| Street Address                         |               |                      |
| City                                   | State         | Zip Code             |
| Contact Person                         | Contact Title | Contact Phone Number |
| Brief Description of Services Provided |               |                      |
| Dates of Service                       |               |                      |

Attachment E:  
**Authorization Agreement**

Request for Proposal for Meal Vendor (Individual Sites)  
RFP Number: **FS2019-20**

We, [Enter Meal Vendor name], by our signature on this document certify the following:

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

Meal Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web site: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Date Signed: \_\_\_\_\_

Attachment F:  
**Fee Proposal**

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

**All costs shall be based** on the average daily participation of **[approx. 420]** students in the district and **[175]** number of school days.

**Cost per Meal**

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

| LINE ITEM | AVG DAILY PARTICIPATION* | RATE | TOTAL |
|-----------|--------------------------|------|-------|
| Breakfast | 120                      | \$   | \$    |
| Lunch     | 630                      | \$   | \$    |
| TOTAL     |                          | \$   | \$    |

\*Estimated units provided by SFA

## Attachment G:

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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**LOBBYING**

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

- (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.



Attachment H:

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB  
No. 0348-0046

|   |   |  |
|---|---|--|
| <p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative agreement</li> <li>d. Loan</li> <li>e. Loan guarantee</li> <li>f. Loan insurance</li> </ul>  | <p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li>a. Bid/Offer/Application</li> <li>b. Initial Award</li> <li>c. Post-Award</li> </ul> | <p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. Initial filing</li> <li>b. Material change</li> </ul> <p>For Material Change Only:<br/>Year _____ Quarter _____<br/>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____<br/>Tier, if known _____</p>  | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>                           |  |
| <p>Congressional District, if known: _____</p> <p>6. Federal Department/Agency: _____</p>   | <p>7. Federal Program Name/Description: _____</p> <p>CFDA Number, if applicable: _____</p>  |  |
| <p>8. Federal Action Number, if known: _____</p>  | <p>9. Award Amount, if known: _____</p> <p>\$ _____</p>   |  |
| <p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____</p>   | <p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) _____</p>                                       |  |
| <p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p>   |  |
|   | <p>Print Name: _____</p>  |  |
|   | <p>Title: _____</p>   | <p>_____</p>   |
|   | <p>Telephone No: ( ) _____</p>  | <p>Date: _____</p>   |

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional 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 1<sup>st</sup> 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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

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

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## DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

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

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Contractor/Company Name

Award Number, Contract Number, or Project Name

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

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Signature(s)

Date

Attachment J

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

\_\_\_\_\_  
Name of Meal Vendor

\_\_\_\_\_  
Name of SFA

A. By submission of this offer, the offeror (Meal Vendor) certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
- 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

- 1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- 2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

\_\_\_\_\_  
Signature of Meal Vendor's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of SFA's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Attachment K:  
21 Day Cycle Menu

Menu Specifications

Respondent must submit a sample breakfast and lunch menu for one four-week period. Each lunch meal must include an entrée, two side dishes and a beverage. Each breakfast meal must include an entrée, one side dish and a beverage.

GEA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

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

Below is an example of a lunch menu:

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