



Lashon Academy
Request for Proposal and Contract
Vended Meals for Child Nutrition Programs

This document contains a Request for Proposal for providing vended meals for Lashon Academy (the SFA)'s School Nutrition Program and including terms and conditions. This document, the Vendor's proposal, and any approved amendments or addendums to this document will constitute the contract between the Vendor and the School Food Authority (the SFA).

Legal Notice

Notice is hereby given that Lashon Academy, hereinafter referred to as the SFA, intends to contract with a meal vendor. All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

The SFA reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

The Offeror to this RFP will be referred to as the Vendor, and any contract that may arise from this Request for Proposal (RFP) will be between the Vendor and the SFA.

Request for Proposal

- The SFA will consider a proposal for fixed fee per meal only. The fixed fee per meal shall be inclusive of delivery and other services requested by the SFA.
- In accepting proposals, the SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of the SFA.
- Offerors must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.
- Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
- See standard terms and conditions below.

Proposal Submission and Award

1. Submit Competitive Proposals via email to:
Name of the SFA Contact: Sheila Ghlijkhani
Email Address: sghlijkhani@lashonacademy.org
Submit Competitive Proposals via mail to:
Name of the SFA Contact: Sheila Ghlijkhani



Address: 7477 Kester Ave, Van Nuys, CA 91405

2. Proposals must be received by:

- a. Time: 5:00 PM (*proposals will not be accepted after this time*)
- b. Date: June 12, 2023
- c. Submit to: sghlijkhani@lashonacademy.org
- d. Mark proposal submitted as "***Vended Meals Proposal, Lashon Academy Charter School.***

2. **Questions:** If additional information is needed, please contact Sheila Ghlijkhani at sghlijkhani@lashonacademy.org **no later than June 6, 2023 at 5:00 p.m.** Answers asked by one vendor will be available to all vendors via a document posted to the website on June 8, 2023.

Please submit questions via email only. In order to facilitate prompt sharing of information, **no phone calls will be accepted.**

3. To be considered, each Vendor must submit a complete response to this solicitation **using the forms provided.**

4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered (2 CFR 200.320).

- a. A responsible Vendor is one whose financial, technical, and other resources indicate an ability to perform the services required.
- b. The inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
- c. The qualification data shall be submitted by each Vendor along with the proposal, and shall include information that Vendor is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments.

5. Award Criteria:

Proposals will be evaluated by the SFA committee based on the offer per meal and the criteria, categories and assigned weights as stated herein below (to the extent applicable).

Points	Criteria
25	Cost <ul style="list-style-type: none"> • Vendor provides pricing that aims to develop a cost-neutral program for the school including vendor support and responsibility for waste management.
10	Service Capability Plan (describes Vendor’s ability to provide services as stated in the RFP) <ul style="list-style-type: none"> • Vendor is able to provide meals at the locations and times in the RFP • Vendor is responsive to the SFA needs and remedies problems immediately • Vendor will provide daily food safety and HACCP monitoring paperwork • Vendor provides necessary paperwork and documents to the SFA, including the SFA invoices, menus and production worksheets, menu substitutions, in order for the SFA to properly monitor performance.
10	Experience, References with like the SFAs and familiarity with regulations <ul style="list-style-type: none"> • Vendor is able to provide three references with like SFAs • Vendor is able to describe familiarity with program regulations
5	Financial Condition/Stability, Business Practices <ul style="list-style-type: none"> • Vendor is able to finance meal preparation and delivery without prepayments • Vendor is able to provide documentation of financial stability and sound business practices
10	Accounting and Reporting Systems <ul style="list-style-type: none"> • Vendor is able to provide accurate monthly invoices by the 5th business day of each month • Vendor is able to provide a year-end summary of the total meals invoiced/served by meal type.
20	Menu and Food Quality <ul style="list-style-type: none"> • Vendor is able to provide a cycle menu that meets the specifications of the programs being served (see Exhibit A & B) • Vendor involves students, staff, and patrons in menu planning • Portion and serving sizes are easily identifiable and provided by the Vendor • Menus offer a variety of food items appropriate for each grade/age group served • Vendor is able to accommodate special dietary needs as outlined in the RFP • Food Specifications meet the requirements of the RFP • Food delivered is prepared fresh, free of spoilage, and minimally processed. Fresh fruit and vegetable options are available daily
10	Flexibility in Ordering <ul style="list-style-type: none"> • The SFA has flexibility and autonomy to request meals at dates/times of their choosing, despite traditional closed days



	<ul style="list-style-type: none"> Field trip and shelf-stable meals are available (meet USDA reimbursable meal requirements.)
10	Waste Management <ul style="list-style-type: none"> Vendor works with the SFA to look at trends for more accurate ordering to help reduce waste
100	TOTAL POINTS

Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

Final Contract

A duplicate copy, preferably electronic, of the submitted proposal and all required documents listed below must be provided to the SFA.

STANDARD TERMS AND CONDITIONS

Scope and Purpose

Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year for the 2023-2024 school year. The effective date is July 1, 2023 through June 30, 2024, and may be renewed for up to four additional terms of one year each upon mutual agreement between the SFA and Vendor.

The Vendor shall

- Be an independent contractor and not an employee of the SFA.
- Cooperate with and ensure the resolution of Vendor facility reviews conducted by the State Agency. The State Agency may inspect the Vendor’s facilities as part of the SFA’s administrative review.
- Maintain all records necessary, in accordance with applicable regulations, for the SFA, State Agency and USDA to complete required monitoring activities and must make said records available to the SFA, State Agency and USDA upon request for the purpose of auditing, examination and review (7 CFR § 210.16(c)(1)).
- Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 215, 220, 225, 226, 245, 250, if applicable; OMB Circulars, 2 CFR 200 and the other laws described in the “Contract Provisions for the SFA Contracts under CNP Awards,” which is attached to this Contract as “Exhibit G” and fully incorporated herein by reference.



- Comply with all the SFA building rules and regulations.
- Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

Food Service

Vendor shall:

- Deliver and/or Serve meals on such days and at such times as requested by the the SFA that meet all USDA meal pattern requirements
- Provide specified types of meals at the sites listed in Exhibit A.
- Support the SFA's compliance with the federal child nutrition program regulations.

The SFA shall retain control of the quality, extent, and general nature of the food service.

Special Dietary Needs:

- Vendor and the SFA must follow current federal and state regulations regarding providing for special dietary needs to enrolled students.
- Exceptions for disability reasons: Vendor must make modifications in meals and snacks for students who are considered to have a disability under 7 CFR 15b.3 and whose disability restricts their diet. Modifications must be made on a case-by-case basis. Meal modifications that fall outside the required meal pattern can be made when supported by a written medical statement. Modifications that can be made within the required meal pattern are at the discretion of the Vendor and the SFA.
- Exceptions for non-disability reasons: The Vendor, with instructions from the the SFA, may make modifications for students without disabilities who cannot consume the regular meals or snacks because of ethical, cultural, religious reasons or other preferences. Modifications must be made for dietary preferences to meet meal pattern requirements established under 7 CFR § 210.10 and 7 CFR § 220.
- Meal modification approval: The approval for meal modifications must remain in effect until the medical authority or the student's parent or legal guardian revokes such request, or until such time as the Vendor and the SFA changes their meal modifications policy.
- Required Documentation: Information about meal modifications must be included in the following documents: (1) medical statements or preference forms, (2) production records (3) recipes, and (4) HACCP plans. Production records should indicate the meal substitutions/accommodations and the number of meals served for special diets.

Menus

- The Vendor includes a cycle menu, developed in accordance with Exhibit B.
- The SFA shall approve the menus no later than two weeks prior to service.
- Menu shall have vegetarian/vegan/pork free options.

Vendor responsibilities:



- Deliver meals that follow menu cycles that meet Child Nutrition Program requirements and food specifications contained in Exhibits A and B, attached to this Contract.
- Maintains documentation for food items for the records retention period applicable to food production records and documentation is available to the SFA, State Agency and USDA for review upon request. (7 CFR 210.16(b)(1))
- Comply with the SFA's local school wellness policy as applicable.
- Comply with all state and local laws that affect school meal preparation and/or service.

Purchasing

The following applies to all Vendor contracts:

- Buy American: the SFA and Vendor will comply with the Buy American provision for contracts that involve the purchase of food. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - The SFA participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, 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 using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.
 - To be considered for the alternative or exception, Vendor must submit a request in writing to the SFA and be approved. Approval will be retained with purchase records. The request must include the:
 - Alternative substitute (s) that are domestic and meet the required specifications:
 - Price of the domestic food alternative substitute (s); and
 - Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic food product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

Vendor Employees

- Vendor shall provide and pay a staff of qualified employees. The Vendor must ensure that the Vendor employees have training necessary to complete the duties assigned to the Vendor. The Vendor is responsible for completing all job duties within the fixed price per meal.
- Vendor shall comply with all wage and hours of employment requirements of federal and state laws.
- Vendor shall perform all required security (background) checks on any potential Vendor employee that will be working at the SFA. The Vendor and the SFA shall not employ any person to perform services under this agreement who has been convicted of, has pled guilty or nolo



contendere to, or has received a deferred sentence or deferred prosecution for a felony or misdemeanor crime.

Inventory, Equipment, and Storage

No inventory is stored. All foods are consumed or thrown out at the end of meal service. The sites do not have kitchen facilities or cooking equipment. Meals are served in a common area. All hot or cold-holding equipment and delivery equipment must be provided by the vendor.

Health Certifications/Food Safety/Sanitation

Vendor Responsibilities:

- Maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))
- Maintain all state and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
- Obtain and post all licenses and permits as required by federal, state, and/or local law.
- Comply with all state and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
- Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

Financial Terms

Payment Terms/Method:

Vendor shall invoice the SFA within 5 business days after the end of each Accounting Period for the total amount of the SFA's financial obligation for that Accounting Period.

No interest or finance charges that may accrue under this Contract may be paid from the SFA's Nonprofit Food Service Account.

<u>Fixed Fee per Meal/Offer Versus(OVS) Serve Proposal</u>	
The Vendor must include pricing as a Fixed Fee per meal/snack and OVS pricing.	
The Vendor offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts and other applicable credits.	
The method by which Vendor will use and account for USDA Foods shall be in accordance with the Standard Terms and Conditions herein above.	
The Fixed fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the LA region.	
<u>Fixed Per Meal Fee Proposal with Straight Serve (no OVS)- To be completed by Vendor</u>	
Fixed Price Per Meal with Straight Serve (no OVS) Delivered meals only, no additional services	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$
	Adults: \$
<u>Fixed Per Meal Fee Proposal with Offer Versus Serve(OVS) To be completed by Vendor</u>	
OVS Price Per Meal Delivered meals only, no additional services	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$
	Adults: \$

General Rate Information for all RFP/Contracts:

- All fee/rate increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA.

- CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA each year. No other fee increases will be allowed.
- For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, Afterschool Snack Program, and Summer Program meals served to children shall be determined by actual count.
- No payment will be made to Vendor for meals that:
 - Are spoiled or unwholesome at the time of delivery;
 - Do not meet detailed specifications as developed by the SFA for each food component in the meal pattern; or
 - Do not otherwise meet the requirements of this Contract.

Record Keeping

Vendor Responsibilities:

- Maintain records (supported by invoices, menu production records, recipes, food labels, product specifications, receipts, or other evidence). The sponsor will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the SFA promptly at the end of each month.
- Provide the SFA with a year-end statement, including a breakdown of the total number of meals invoiced in each category.
- Provide all documents necessary for the SFA's administrative review.
- Make its documents, papers, and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain for the purpose of making audit, examination, excerpts, and transcriptions.

Termination for Cause or Convenience

- If, at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to Vendor, then the SFA shall have the option to terminate this Contract by giving 10 days written notice to Vendor.
- In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
- If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
- If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
- Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate this Contract immediately.

- Either party may terminate this Contract for cause or convenience by providing sixty (60) days prior written notice to the other party. (7 CFR210.16(c)(3)(d)).
- In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a “Force Majeure Event”), that party shall be excused from performance for the period of such Force Majeure Event exists.
- In the event of Vendor's nonperformance under this Contract or the violation or breach of the terms of this Contract, the SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against Vendor. Nonperformance subjects the Vendor to specified sanctions in instances where the Vendor violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in §210.21.

Insurance

- The Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of this contract. A Certificate of Insurance of Vendor’s insurance coverage indicating these amounts must be submitted at the time of award.
- The information below must be completed by the SFA:
 - Comprehensive General Liability—includes coverage for:
 - Contractual Insurance
 - Broad Form Property Damage
 - Independent Contractors
 - Personal Injury with a \$3,000,000 Combined Single Limit
 - Automobile Liability coverage with a \$ 3,000,000 Combined Single Limit.
 - Workers’ Compensation—Statutory; Employer's Liability with a combined single limit of \$3,000,000
 - Excess Umbrella Liability with a combined single limit of \$3,000,000
- The SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- Notwithstanding any other provision of this Contract, the SFA shall not be liable to Vendor for any indemnity.

Proprietary Information

- All submitted proposals become the property of the SFA.
- It is understood that the SFA is a public institution and, as such, may be subject to the public records requests under state and federal laws. Except as otherwise agreed prior to the award or finalization of any vendor transaction the SFA shall provide for inspection upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to the public records request. The SFA’s obligations under the law supersede its obligations under any agreement, contract, purchase order or negotiated transaction.



Certifications

The SFA and Vendor will take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Vendor shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein.

1. Debarment Certification
2. Certification Regarding Lobbying
3. Disclosure Form to Report Lobbying
4. Poultry Products from People's Republic of China

Miscellaneous

Certifications.

- Clean Air Act: For contracts in excess of \$150,000, the SFA and Vendor shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 CFR, Part 200).
- Debarment and Suspension: The SFA shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 CFR, Part 200, Appendix II).
- Lobbying: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 CFR, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 CFR Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).
- Poultry: The Consolidated Appropriations Act 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.

Governing Law. This Contract is governed by and shall be construed in accordance with State law.

Headings. All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

Incorporation/Amendments. This Contract, which includes the attached Exhibits A – M and the SFA's RFP and Contract (collectively the "Contract Documents"), any additional agreements contained in the Vendor proposal contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

Indemnity.



- Except as otherwise expressly provided in this Contract, Vendor will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the actions of Vendor, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents.
- The SFA can require the Vendor to pay the SFA for any overclaims assessed by the SA due to Vendor negligence or noncompliance with regulations.
- This clause shall survive termination of this Contract.

Nondiscrimination.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form 0508-0002-508-11-28-17Fax2Mail.pdf](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form%200508-0002-508-11-28-17Fax2Mail.pdf), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
program.intake@usda.gov



This institution is an equal opportunity provider.

Notices.

- All notices, consents, waivers or other communications which are required or permitted hereunder, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

SFA: 7477 Kester Ave, Van Nuys, CA 91405

Vendor:

Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

Silence, absence or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA, except that Vendor may, after notice to the SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR 225.6(h)(2)(ii)).

Waiver. The failure of Vendor or the SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.



AGREEMENT

The Vendor certifies that the Vendor shall operate in accordance with all applicable state and federal regulations. The Vendor certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein. Any additional negotiations and terms that are included in additional documents not included in the original RFP/contract template must be added to this contract and approved by sponsor. This Contract is not in effect until approved by the SFA and returned to the Vendor countersigned. Returning this to the SFA in the bid response does not validate the contract. The final signed contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods. The parties hereto have caused this Contract to be signed by their duly authorized representatives.

Name of Vendor

Name of the SFA

Signature

Signature

Authorized Representative

Authorized Representative

Title

Title

Date

Date



Exhibit A: Scope of Work

SFA to complete this section

1. **Specific criteria desired for meals:** Freshly prepared meals produced daily and delivered hot and ready to eat using local produce, whole ingredients, and scratch-made recipes where possible. Meals should be made fresh daily prior to meal service; meals should not be pre-frozen and reheated.
2. **Menu planning style desired:** HHFKA grades K-8 meal pattern.
3. **Dry/paper goods required to be included as part of the contract:** Trays, utensils, napkins, etc. using paper or other compostable materials (no styrofoam and limited single-use plastics, please).
4. **Is Offer versus Serve in place?** OVS is not in place right now, but we are considering doing this and want pricing for both.
5. **Specifications for ordering meals:** Orders and any changes/updates should be able to be placed online or over the phone within one week of meal service.
6. **List of sites with address, meal service times, and delivery times:**

Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Lashon Academy Valley Campus 7477 Kester Ave, Van Nuys, CA 91406	Breakfast	7:40 - 9:50 am	120/day
	Lunch	11:10 - 1:20 pm	105/day
	Afterschool Snacks	3:00 pm	40/day

Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Lashon Academy Valley Campus 15035 Valerio St, Van Nuys, CA 91405	Breakfast	7:40 - 9:50 am	115/day
	Lunch	11:10 - 1:20 pm	145/day

Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Lashon Academy City Campus 3109 6th Ave	Breakfast	7:30 - 8:05 am	35/day
	Lunch	1:10 - 1:50 pm	45/day



Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Los Angeles, CA 90018	Afterschool Snacks	3:30 pm	30/day

7. How many days per year are meals served (including summer programs if applicable)? 180 school days per year.

8. Delivery requirements including how many deliveries per day are needed and desired delivery times:

At Valley campus Kester address, two deliveries M, T, Th, F:

- 6-7 am for breakfast/snack
- 10:30 am for lunch
- WEDNESDAYS: 6-7 am for breakfast/snack/lunch

At Valley campus Valerio address, two deliveries M, T, Th, F:

- 6-7 am for breakfast/snack
- 10:30 am for lunch
- WEDNESDAYS: 6-7 am for breakfast/snack/lunch

At City campus, two deliveries per day M-F:

- 6-7 am for breakfast/snack
- 10:30 am for lunch

9. Description of kitchen facilities and cooking equipment available at each site: The sites do not have kitchen facilities or cooking equipment. Meals are served in a common area.

10. Description of kitchen equipment that is required to be provided by the vendor: All hot or cold-holding equipment and delivery equipment must be provided by the vendor.

11. Programs/Services offered:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Snack Program (ASP)
- Seamless Summer Option (SSO) - *potential for this in the future but not this school year*

Exhibit B: MENU CYCLES

- Vendor to attach a sample cycle menu .
- Menu will be evaluated based on affordability, quality of ingredients, nutrition requirements, and appeal to students.



Exhibit C: PLAN FOR UNANTICIPATED SCHOOL CLOSURES

The vendor must describe its plans to provide meals in the event of an unanticipated school closure. At a minimum, please address the following:

- Capacity to provide school meals to students in the event of a school closure or remote learning
- Staffing plan
- Methodology for fee changes (if applicable)



EXHIBIT D: DEBARMENT AND SUSPENSION FORM

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

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.

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

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

EXHIBIT E: 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: _____

Exhibit F: Poultry products from the People’s Republic of China

Vendor Certification:

The Consolidated Appropriations Act 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 _____ (insert product name) 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).

Respondent Company Name

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

Signature(s) Date