Fixed-Price Contract

Vended Meal Contract Meal Services

Reed Union School District

Vended Meals for NSLP and SBP

TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS

A. ***Duration of Contract.*** This contract shall be for a period of up to one year, beginning on 8/21/2025, and ending on 6/12/2026, with up to four 1-year renewals with mutual agreement between the SFA/Sponsor and the Vendor (7 CFR Part 210.16(d)).

B. The SFA/Sponsor must check only the program(s) requiring vended meals.

National School Lunch Program (NSLP)

School Breakfast Program (SBP)

After School Snack Program (AMS-NSLP)

C. If a material change will occur, the contract would need to be rebid.

A material change is defined as:

Any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have proposed differently and more competitively.

D. The Vendor shall be an independent contractor and not an employee of the SFA/Sponsor. The employees of the Vendor are not employees of the SFA/Sponsor.

E. The food service shall be operated and maintained by the SFA to benefit its students, faculty, and staff.

F. The SFA/Sponsor shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the Child Nutrition Programs covered by this contract 7 CFR Part 210.16(a)(2).

G. The SFA/Sponsor shall retain control of the CNP food service account and overall financial responsibility for the CNP contract 7 CFR Part 210.16(a)(4).

H. SFAs/Sponsors shall retain control and establish all selling prices, including price adjustments, for all reimbursable meals/milk. Exception: Universal meals and non-pricing programs need not establish a selling price for reimbursable meals/milk 7 CFR Part 210.16(a)(4).

I. The Vendor shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215, 220, 245, 250, 7 CFR Part 225 (SFSP), if applicable, 7 CFR Part 226 (CACFP), if applicable, 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; and 7 CFR Part 215 (SMP).

J. The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; All provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR

Part SO.3 and 42; FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix ll of 2 CFR Part 200(G)).

L. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or propose for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Appendix ll of 2 CFR Part 200(l)).

M. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence Appendix II of 2 CFR Part 200(E).

N. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Appendix II of 2 CFR Part 200(C).

O. The Vendor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

P. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CR Part 200.323).

Q. The Vendor shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250, 7 CFR Part 210.21(d), and 220.16(d)). The Vendor is required to purchase, to the maximum extent practicable, domestic commodities and products.

The SFA participates in the National School Lunch Program and School Breakfast Program 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). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

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, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

2. Competitive proposals reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The Vendor will include the "**BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES** with their proposal. The Vendor must identify all food products proposed by the Company that do not meet the definition of "domestic" on this document. In the event the SFA receives a proposal from a Vendor that does not include this information, the SFA is to consider the proposal non-responsive. The SFA must determine the accuracy of the Buy American Certification Form as submitted by the prospective Vendor. Any Vendor submitting inaccurate information on the Buy American Certification Form must be considered a non-responsive proposal.

The Buy American Certification Form is included in the RFP. A Microsoft Word version may be found on the CNP Website under School Food Service/Forms if additional space is needed. Proposals submitted without the completed Buy American Certification form are considered non-responsive and not eligible for award.

R. The SFA must take all necessary affirmative steps to assure that minority businesses, women's Business enterprises and labor surplus area firms are used when possible 2 CFR Part 200.321.

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 encourages 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.

S. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (Appendix II of 2 CFR Part 200 (F)).

T. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549 (Appendix II of 2 CFR Part 200 (H)).

U. **Pricing**: Any charges to the SFA/Sponsor must be clearly identified in the proposal. Any fees the Vendor imposes outside of the contract may not be paid for with Child Nutrition Funds.

The Vendor shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans, and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that include recommended alternative foods, unless otherwise exempted by USDA. A medical doctor or a recognized medical authority shall sign such statement. **There will be no additional charge to the student for such substitutions**.

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of January of the current year (rounded <u>down</u> to the nearest cent).

V. **Invoices**: Invoices must clearly identify each SFA site and show a total amount due for each SFA site. The Vendor shall invoice the SFA/Sponsor at the end of each month for amounts due based on transport records and actual meals delivered.

W. **Payments**: Payment of account will be made within 30 days from receipt of invoice. Upon termination of the Agreement, all outstanding amounts shall be immediately due and payable. The flat fee proposed for meals served under the NSLP, SBP, SFSP, and CACFP must include the cost of serving milk. No other fees, other than what is listed on the Proposal Summary and Agreement Page, may be charged to the SFA/Sponsor. **<u>All delivery fees must be included in the per meal price.</u>**

No payment shall be made for meals that are spoiled or unwholesome at time of delivery, do not meet detailed specifications as developed by the SFA/Sponsor for each food component in the meal pattern, or do not otherwise meet the requirements of the Contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16(c)(3).

As stated above, all meals must meet the detailed specifications for the grade groups being served. No payment is to be made to the Vendor for meals that do not meet the minimum component requirements, quantity requirements, vegetable subgroup requirements, and nutrient specifications for the age/grade group served.

All invoices are to be sent to the following address:

Reed Union School District

277 Karen Way,
Belvedere Tiburon, CA
94920

alima@reedschools.org

X. Credits: The Vendor will give credits for any product shortage, defective packages, or unsatisfactory products as deemed by the SFA.

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS

A. The SFA has listed detailed menu requests and requirements in ATTACHMENT B. Please review carefully.

B. The SFA/Sponsor has final determination of the opening and closing dates for all sites, if applicable.

C. Vended Meals Orders: SFA will order meals at minimum 1 week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each school and each type of meal.

   The SFA reserves the right to increase or decrease the daily number of meals ordered with at least 72 hour notice or less if mutually agreed upon between the parties to the Awarded Contract.

D. The SFA reserves the right to suggest menu changes within the Vendor's suggested food cost periodically throughout the contract period.

E. Sanitation: All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations.

F. Production Records: As required by federal guidelines, Vendor must provide food production records for the meals purchased by SFA. The records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week.

G. Substitutes: Meals shall be ordered by the School based on Vendor provided monthly menus. Items not on the proposal listing shall not be delivered without prior approval from the SFA's Kitchen Manager or Nutrition Program Director. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.

H. Noncompliance: The SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Awarded Contract. The Vendor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Vendor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The SFA or agency inspecting shall notify the Vendor in writing as to the number of meals rejected and the reasons for rejection.

I. Specifications

   1. Packing
      i. All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packing in which vended meals are furnished shall be as follows:
         a. Standard commercial packages (when applicable)
         b. Securely sealed to ensure freshness of the product and protect contents

from contamination

c. Packages that are dirty, torn, open, mashed, and/or damaged in any way, will be returned to the contractor.

ii. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. The container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees F (204 degrees C) or higher.
   a. Food should be delivered with an internal temperature of 135 degrees F or above

iii. Cold Meal Unit or Unnecessary to Heat – Container and overlay to be plastic or paper and non-toxic.
   a. All refrigerated foods shall be delivered at an internal temperature of 41 degrees F or below.
   b. All frozen foods shall be delivered at 0 degrees F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off-color or odors.

iv. Cartons – Each carton to be labeled. Label to include:
   a. Processor's name and address (plant)
   b. Item identification and meal type
   c. Date of production
   d. Quantity of individual units per carton

2. Food Preparation: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties.

3. Product Freshness: It is the responsibility of the Vendor to assure product freshness at all times.

4. Components of Vended Meals: Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA. All foods must meet the minimum food specifications and quality standards as listed herein.

5. Delivery Requirements: The vendor shall make Delivery to each SFA site in accordance with the order from the SFA.

6. The Vendor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of the Contract to each school as listed below in SFA sites.
   - Refrigerated truck(s)
   - Insulated containers with ice (cold foods)
   - Insulated containers without ice (hot foods)
   - Heated units/ovens

   Meal(s) are to be delivered by the Vendor in unitized form to locations as indicated in this solicitation.

   The SFA reserves the right to add or delete school site(s) and building(s) by amendment of the initial list of approved sites in Schedule A. Deletion or addition of school site(s) and building(s) will be made not less than one week prior to the required date of service.

Any change in transportation cost that occurs as a result of adding or deleting school site(s) and building(s) shall be negotiated and noted in the modification. The Contractor's invoice shall show the cost as a separate item for the school site(s) and building(s). Otherwise, there shall not be any separate charge for transportation, fuel, or delivery. All costs are to be included in the unit price.

The Vendor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

Deliveries shall be made to the sites listed in the site table daily, except Saturday, Sunday, and holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving SFA's Kitchen Manager or Nutrition Program Director. It is the responsibility of the Vendor to place all deliveries in proper areas at each SFA site. All transportation logs must be reviewed and signed by an authorized SFA employee.

Furthermore:

- All delivery personnel will be in uniform with company identification.
- Delivery personnel will possess the Contractor's employee identification on their person at the time of delivery.
- Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.

USDA-DONATED FOODS

A. The SFA has the responsibility for the efficient and effective administration of the Federal Award through the application of sound management practices (2 CFR 200.400). The SFA also assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. Utilizing USDA-Donated foods is a sound management practice because it can significantly lower food cost rather than purchasing similar commercial products. The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.

B. The SFA must determine the existence of the proper pass-through value of the donated commodities, i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the values at the point the SFA receives the commodities from the state agency and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities 7 CFR Part 250.51.

C. The Vendor 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, in accordance with the contingencies in 7 CFR Part 250.51. Any USDA-donated foods received by the SFA and made available to the Vendor must accrue solely to the benefit of the SFA's nonprofit child nutrition programs and shall be fully utilized therein.

D. The Vendor must subtract from the SFA's monthly bill/invoice the current market value of all USDA-donated commodities received during each Contract Term as the commodities are used in the SFA's food service. **The Vendor must credit the SFA for all USDA-donated commodities received for use in the SFA's food service. Each Contract Term whether the USDA-donated commodities have been used or not, such credit shall be issued in full prior to the expiration of each Contract Term.**

E. Credit issued by the Vendor to the SFA for USDA-donated commodities received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA-donated food item used in the SFA's food service and each USDA- donated food item credit issued for unused commodities, along with the current market value as issued by the state Department of Agriculture.

F. The Vendor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA-donated commodities. The Vendor must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA-donated commodities.

G. **The SFA** must conduct a reconciliation at the end of each Contract Term and upon expiration or termination of the Contract. The reconciliation will be used to ensure and verify correct and proper credit has been received for the full value of all USDA-donated commodities received by the Vendor during each Contract Term for use in the SFA's food service.

H. The Vendor will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service. Commercially-purchased foods shall not be substituted for these foods. The Vendor will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service.

I. The Vendor shall return all unused USDA donated ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.

J. The SFA shall retain title to all USDA-donated foods.

K. The procurement of processed end products on behalf of the recipient agency, as applicable, will assure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of the distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value 7 CFR 250.50(d).

L. The Vendor is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA as required in subpart C of 7 CFR Part 250. All refunds received from processors must be retained by the nonprofit school food service account. The Vendor shall pay all related processing fees and costs. (7 CFR 250.50(d).

M. Any activities related to donated foods that the Vendor will be responsible for will be in accordance with 7 CFR Part 250.50(d). Such activities will be performed in compliance with the applicable requirements in 7 CFR Part 250.

N. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

O. <u>The Vendor shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA.</u> The SFA should consult with the Vendor in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

P. The Vendor will comply with the storage and inventory requirements for donated foods in accordance with the contingencies in §250.52. The Vendor shall account for all USDA-donated foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the Vendor to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.

Q. The Vendor shall have records available to substantiate that the full value of all USDA-donated foods is used solely for the benefit of the SFA.

R. The Vendor will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).

S. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

T. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

HEALTH CERTIFICATIONS

A. The SFA/Sponsor shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the Vendor preparing or serving meals at any SFA/Sponsor facility (7 CFR Part 210.16(a)(7).

B. The Vendor shall maintain state and/or local health certifications <u>for any facility outside the SFA/Sponsor facility in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR Part 210.16(c) (2).</u>

MEALS

A. The Vendor shall serve meals on such days and at such times as requested by the SFA/Sponsor.

B. Meals must meet meal pattern requirements and nutrition standards as specified in the attachments for the programs included in this proposal.

C. If reimbursement is denied as a direct result of the failure of the Vendor to comply with the provisions of this Contract, the Vendor shall assume the responsibility for the amount denied.

D. The SFA/Sponsor shall retain control of the quality, extent, and general nature of the food service (7 CFR Part 210.16(a) (4)).

E. No payment will be made to the Vendor for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA/Sponsor for each food component in the meal pattern, or do not otherwise meet the requirements of this Contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16(c)(3).

As stated previously, all meals must meet the detailed specifications for the grade groups being served. No payment is to be made to the Vendor for meals that do not meet the minimum component requirements, quantity requirements, vegetable subgroup requirements, and nutrient specifications for the age/grade group served.

BOOKS AND RECORDS

A. All records relating to the Contract, including subsequent renewal terms, if applicable, are the property of the SFA/Sponsor and shall be maintained in original form on SFA/Sponsor premises for the duration of the Contract. At any time during the Contract, the SFA/Sponsor reserves the right to require the Vendor to surrender all records relating to the Contract to the SFA/Sponsor within 30 days of such request 7 CFR Part 210.16(c)(1).

Such records shall include, but are not limited to:

- All data, materials, and products created by the Vendor on behalf of the SFA/Sponsors,
- Production records, including quantities and amounts of food used in preparation of each meal and food components of menus,
- Standardized recipes and yields from recipes,
- Processed product nutrient analysis,
- Dates of meal preparation,
- Number of meals and location(s) where meals were delivered,
- Signed delivery slips,
- Nutritional content of individual food items and meals as delivered

- Bills charged to the SFA/Sponsor for meals delivered under this contract, including any USDA commodity credit, where applicable,
- Food and proposal specifications, and
- All documents and records as noted in this Request for Proposal.

B. The SFA shall perform edit checks on all records, provided by the Vendor, no later than the fifth working day succeeding the week in which services were rendered.

C. Upon expiration or termination of the Contract, the Vendor shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal terms, if applicable, to the SFA/Sponsor within 30 days of the Contract expiration or termination.

D. The SFA/Sponsor shall retain all records relating to the initial Contract and all subsequent renewal terms for a period of three years either from the date of the final Contract renewal term has expired, receipt of the final payment under the contract is recorded, or after the SFA/Sponsor submits the final Claim for Reimbursement for the final fiscal year of the contract (7 CFR Part 210.23(C)).

E. The Vendor shall provide the SFA/Sponsor with a year-end statement listing all invoiced amounts throughout the year, USDA annual credits, and other vital information.

F. The SFA/Sponsor and the Vendor must provide all documents as necessary for the independent auditor to conduct the SFA's/Sponsor's single audit.

G. The Vendor will make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency, USDA, and Comptroller General. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit (2 CFR Part 210.23(c)).

H. The Vendor shall not remove federally required records from SFA/Sponsor premises upon contract termination.

SANITATION

A. The Vendor shall comply with all local and state sanitation requirements in the preparation of food.

B. The Vendor shall prepare a sample plate that includes all potentially hazardous foods served. The sample shall be maintained under refrigeration for 48 hours at the school site.

C. The Vendor shall operate and care for all equipment and food service areas in a clean safe and healthy condition in accordance with the standards acceptable to the SFA/Sponsor and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

LICENSES, FEES, AND TAXES

A. The Vendor shall provide the SFA with a copy of all Permits to Operate and health inspections received from the local governing department of health in a timely manner.

NON-DISCRIMINATION

A. Both the SFA/Sponsor and the Vendor agree that no child who participates in the NSLP, SBP, ASSP, and CACFP program will be discriminated against based on race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

EMERGENCY CLOSING

A. The SFA/Sponsor shall notify the Vendor of any interruption in utility service of which it has knowledge.

B. The SFA shall notify the Vendor of any delay in the beginning of the school day or the closing of school(s) due to emergency conditions.

CERTIFICATION

A. The Vendor has signed the Certification of Independent Price Determination, which was attached to the Vendor's proposal and which is incorporated herein by reference and made a part of this contract.

B. The Vendor has signed the *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, which was attached to the Vendor's proposal and is incorporated and made a part of this contract. This is required of contracts of $25,000 or more. (Appendix II of 2 Part CFR 200 (H).

C. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), (Appendix II of 2 Part CFR 200 (G).

D. The Vendor has signed the Lobbying Certification, Attachment I & K which is attached to the Vendor's proposal and which is incorporated and made a part of this contract. If applicable, the Vendor has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (or will complete and submit as required in accordance with its included instructions).

MISCELLANEOUS

A. The Vendor shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.

B. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.

D. 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/Sponsors are to be used.

E. Payments on any claim shall not preclude the SFA/Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.

INSURANCE

A. 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 California. **A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award.**

B. Comprehensive General Liability: $ 1 mil per Occurrence / $ 2 mil aggregate:

Includes coverage for:
1. Property Damage Liability: $250,000 per Occurrence
2. Premises: Up to the Liability limits
3. Product Completed Operations (normally only required for building contractors or repair contractors)
4. Bodily Injury: Up to the limit
5. Medical Payment: $5,000

C. Automobile Liability:	$1 mil combined Single Limit
D. Workers' Compensation – Statutory; Employer's Liability -	$1 mil per occurrence of subject to the statutory limits if a sole proprietor
E. Excess Umbrella Liability:	Excess required to achieve the minimum aggregate limits.
F. Sexual Assault Molestation coverage:	$1 mil limit

G. The SFA/Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA/Sponsor for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.

H. The contract of insurance shall provide for notice to the SFA/Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

CACFP

A. The SFA/Sponsor and Vendor agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.

B. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

ASSUMPTIONS

Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or, (2) continue under the same terms as written, whichever is mutually agreed upon.

A. The district's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.

B. Legislation, regulations, and reimbursement rates that create changes in the program shall remain materially consistent throughout the year.

C. Usable commodities, of adequate quality and variety, valued at an amount set forth by USDA per pattern meal for the contract year will continue to be available for Vendor use.

D. Meal components and quantities required by the program will remain consistent with prior years.

E. The projected number of full feeding days are: 180

F. Revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.

TRADE SECRETS AND PROPRIETARY INFORMATION

A. During the term of Agreement, the Vendor may grant to the SFA/Sponsor a nonexclusive right to access certain proprietary materials of the Vendor, including menus, recipes, food service surveys and studies, and similar compilations regularly used in Vendor's business operations (trade secrets). The SFA/Sponsor shall not disclose any of the Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The district shall not photocopy or otherwise duplicate any such material without the prior written consent of the Vendor. All trade secrets and other confidential information shall remain the exclusive property of the Vendor and shall be returned to the Vendor immediately upon termination of the Agreement. The district shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA/Sponsor, the SFA/Sponsor specifically agrees that all software associated with the menu systems, food production systems, and other software, are owned by or licensed to the Vendor and not the SFA/Sponsor. Furthermore, the district's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA/Sponsor shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA/Sponsor's obligations under this section are subject to its obligations under state public records laws. This provision shall survive the termination of the Agreement.

B. Any discovery, invention, software, or programs paid for by the SFA/Sponsor shall be the property of the SFA/Sponsor to which the state agency and USDA shall have unrestricted rights.

TERMS AND TERMINATION

The contract between the SFA/Sponsor and the Vendor shall be of a duration of no longer than one (1) year; and options for the yearly renewal of a contract may not exceed four (4) additional years.

A. Termination For Cause And Convenience
Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice (7 CFR Part 210.16(d), Appendix II of 2 CFR Part 200 (B). The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination, 2 C.F.R. Part 200, Appendix II(B).

B. Non-Performance/Breach of Contract
In the event of nonperformance under this contract and/or a material breach of a contract term, the SFA/Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate (Appendix II of 2 CFR Part 200(A)).

In addition, the non-breaching party may terminate this agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the expiration of this period, the non-breaching party may elect to continue this agreement.

The Vendor shall pay the SFA/Sponsor the full amount of any meal over claims, which are attributable to the Vendor's negligence, including those over claims based on reviews, or audit findings that occurred during the effective dates of original and renewal contracts. The SFA/Sponsor may terminate this contract for breach/neglect as determined by the SFA/Sponsor with written notification to the Vendor for failure of the Vendor to maintain accurate records in accordance with the above.

Notwithstanding the foregoing termination clause, in the event that the breach concerns such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required information/statements in the required time frame outlined in this RFP, or failure to maintain quality of service at a level satisfactory to the SFA/Sponsor, the SFA/Sponsor may terminate this contract immediately with written notification to the Vendor. The SFA/Sponsor is the responsible authority without recourse to FNS or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

The Vendor and the SFA/Sponsor shall be excused from performance under the contract if such performance is delayed or prevented by wars, acts of public enemies, strikes, fires, flood, epidemics, pandemics, as a result of a force majeure or other acts of God.

C. Disqualifying a Vendor

A Vendor who fails to satisfactorily meet the terms of this contract may be disqualified from future proposal awards. If a School Food Authority has problems with the Vendor/Vended Meals company, the following steps will be taken:

1. The SFA/Sponsor will document the problem, noting the date and writing an accurate description of the problem.
2. The Vendor will be notified by telephone or email of the problem and how the problem should be corrected.
3. The SFA/Sponsor will maintain a record of the dates of all telephone calls and emails as well as the information discussed.
4. If the problem is not resolved, the SFA/Sponsor will give the Vendor written notification of the problem, indicating that immediate correction is expected and that failure to do so will be considered a breach of contract and could result in the cancellation of the contract.
5. If cancellation of the contract becomes necessary, the SFA/Sponsor will provide written notice of the proposed action to the Vendor. Reasons for the proposed action will be included. If the contract is not canceled, the SFA/Sponsor may disqualify the Vendor from future proposals.
6. A Vendor disqualified for lack of responsibility will be notified in writing and given an opportunity for a hearing. If the SFA is rejecting a proposal because of unresponsiveness, the Vendor will be informed of why the proposal was rejected.

PROPOSAL SUMMARY AND AGREEMENT PAGE

Reed Union School District

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning 8/21/2025, and ending on 6/12/2026, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the Vendor and the school food authority (SFA)/Sponsor.

The Vendor certifies that all terms and conditions within the bid shall be considered a part of the contract as of incorporated therein. This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The Vendor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

MEAL	**UNITS(1)**	**RATE(2)**	**TOTAL(3)**
Reimbursable Lunch-School Food Service (SFS)	132,271	$ 3.70	$ 489,402.70
Reimbursable Breakfasts	100,553	$ 2.25	$ 226,244.25
Reimbursable After-School Snack	0	$	$
Additional pricing: Salad Bars Components - Price Per Serving	0		
Gluten-Free meal not accompanied by a medical statement	0		
Special Event Onsite Cooking	0		
Smart Slice Third-Party Pizza	0		
Premium Cut Fruit	0		
TOTAL ESTIMATED AMOUNT OF PROPOSAL			$ 715,646.95

- 1 - To be completed by SFA/Sponsor
- 2 - All rates to be completed by VENDOR
- 3 - To be completed by VENDOR - all totals must be carried out to the second decimal place and must not be rounded
- * No items sold to the SFA/Sponsor by the VENDOR can be charged a rate other than the rates on this Proposal Agreement Page

Name of Vendor: Dolores Coleman (Dee's Organic Catering, LLC)

Address: 835 College Ave., Kentfield, CA 94904

By submission of this proposal, the vendor certifies that in the event the vendor receives an award under this solicitation, the VENDOR shall operate in accordance with all current applicable state and federal regulations. <u>The vendor understands that the VENDOR cannot</u> <u>charge any fees other</u>

Dolores Coleman

<u>than the meal cost as indicated above for the number of meals served. The VENDOR will not charge late fees, charge for meals delivered, supplies, etc. The vendor also understands that this is a fixed-price contact and the price charged to the SFA cannot be changed during the school year. If the VENDOR chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from home for January in the year of the renewal</u>.

4/24/25	Dolores Coleman	Owner & Executive Chef
Date [2]	Signature of VENDOR's Authorized Representative [2]	Title [2]

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority/Sponsor [1]

5/30/25		Chief Business Official
Date [1]	Signature of Authorized SFA/Sponsor Representative [1]	Title

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