



Magnolia Educational & Research Foundation

13950 Milton Ave 200B Westminster, CA 92683

P: (714) 892-5066 F: (714) 892-5022

MAGNOLIA PUBLIC SCHOOLS

Proudly serving California communities since 2002

School Breakfast & Lunch Program

REQUEST FOR PROPOSAL
2014-2015 SY

TABLE OF CONTENTS

SECTION ONE. PUBLIC NOTIFICATION, INTRODUCTION AND SCHEDULE A	3
SECTION TWO. NOTICE TO VENDORS & GENERAL INSTRUCTIONS.....	4
SECTION THREE. EVALUATION PROCESS, CRITERIA & REQUIREMENTS.....	6
SECTION FOUR. MPS/VENDOR GOALS, ROLES & RESPOSIBILITIES.....	11
SECTION FIVE. OTHER REQUIREMENTS	13
ATTACHMENT A- VENDOR BID TEMPLATE	14
ATTACHMENT B- DEBARMENT & SUSPENSION.....	15
ATTACHMENT C- CERTIFICATE OF INDEPENDENT PRICE.....	16
ATTACHMENT D- CERTIFICATE OF LOBBYING.....	17
ATTACHMENT C- DISCLOSURE OF LOBBYING ACTIVITIES.....	19

SECTION ONE

PUBLIC NOTIFICATION, INTRODUCTION & SCHEDULE A

1.1 Magnolia Public Schools (MPS) is seeking qualified Vendors to provide Food Service to its individual schools. MPS acts as the School Food Authority (SFA) for the 11 charter schools listed in Schedule A below. As the SFA, MPS files for state and federal reimbursement of eligible meals, performs required program monitoring, and secures contracts with Vendors to provide high quality, USDA compliant meals including meals administered under the National School Lunch Program (NSLP). MPS hereby issues the following Request for Proposal referred to hereafter as (RFP) to qualified food Vendors in the area in a public invitation.

INTRODUCTION

1.2 (MPS) is a 501(c) (3) non-profit public charter school management organization dedicated to establishing and managing high-quality public charter schools in California. MPS’ vision is to graduate students who are scientific thinkers that contribute to the global community as socially responsible and educated members of society. There are 3 MPS middle schools (grades 6-8), 1 elementary school (grades K-5), and 8 high schools (grades 6-12) individually known as Magnolia Academy of Science (MAS). Please see schedule A below for a detailed listing of each campus.

SCHEDULE A – MPS CAMPUSES

<i>Campus</i>	<i>Address</i>	<i>Enrollment</i>	<i>Lunch</i>	<i>Breakfast</i>	<i>Grade</i>
<i>MSA1</i>		<i>MSA 1 - 548</i>	<i>Yes</i>	<i>Yes</i>	<i>6-12</i>
<i>MSA2*</i>		<i>MSA 2 - 545</i>	<i>Yes</i>	<i>yes</i>	<i>6-12</i>
<i>MSA3</i>		<i>MSA 3- 498</i>	<i>Yes</i>	<i>Yes</i>	<i>6-12</i>
<i>MSA4</i>		<i>MSA 4 - 303</i>	<i>Yes</i>	<i>N/A</i>	<i>6-12</i>
<i>MSA5*</i>		<i>MSA 5 - 125</i>	<i>Yes</i>	<i>Yes</i>	<i>6-8</i>
<i>MSA6</i>		<i>MSA 6 - 186</i>	<i>Yes</i>	<i>N/A</i>	<i>6-8</i>
<i>MSA7</i>		<i>MSA 7 - 305</i>	<i>Yes</i>	<i>Yes</i>	<i>K-5</i>
<i>MSA8*</i>		<i>MSA 8 - 496</i>	<i>Yes</i>	<i>Yes</i>	<i>6-8</i>
<i>PTS SA</i>		<i>PTS SA - 216</i>	<i>Yes</i>	<i>N/A</i>	<i>6-12</i>
<i>MSA SD</i>		<i>MSA SD - 370</i>	<i>Yes</i>	<i>N/A</i>	<i>6-8</i>
<i>MSA SC</i>		<i>MSA SC - 540</i>	<i>Yes</i>	<i>N/A</i>	<i>6-12</i>

*LAUSD campuses.

SECTION TWO

NOTICE TO VENDORS & GENERAL INSTRUCTIONS

2.1 Tentative Timeline:

Date of issuance: June 24th, 2014
Bid Due Date: July 11th, 2014 at 4:00 P.M.

2.2 Submission Method: Bids may be submitted by email and time recorded mail (UPS, FEDEX) or hand delivery. Each Proposal's date and time of delivery will be recorded at MPS's Home Office. Vendors must prepare and submit their proposal in response to this RFP ("Proposal") in one Hard copy in a sealed envelope and one e-mail/electronic copy. MPS reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on MPS's website. **Proposals received after the due date will not be considered and will remain unopened.**

Please submit one electronic copy to:

Please submit one hard copy to: Magnolia Public Schools
Attention: Hamro Boymatov
13950 Milton Ave, Suite 200B
Westminister, CA 92683

2.3 MPS may reject a proposal if the proposal is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. MPS may reject any or all proposals or waive any immaterial deviation in a proposal. MPS's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Vendor from full compliance with all other requirements if awarded the contract. 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.

2.4 MPS reserves the right to **further negotiate** with selected Vendors regarding pricing and fee structures. All information included in a Proposal may be incorporated, at MPS's sole option, into the contract for the Food Service Program. MPS reserves the right to negotiate final terms and conditions of the contract, which may differ from those contained in the proposal, provided MPS considers such negotiation to be in its best interest. The changes in the terms and conditions must not create a material change to the original terms released in this RFP. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. MPS will approve successful Vendors based on their ability to fulfill submitted criteria.

2.5 Form of Contract – Each successful Bidder shall be required to enter a contract in the form prescribed by MPS. The contract(s) may be valid for up to one year from the date that they are signed by all parties and may be renewed for up to four additional one-year terms, as permitted by law.

2.6 Compensation – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract. The offered pricing per meal may not exceed what is being reimbursed by the state. Payment terms are Net 30 monthly (billed once a month)

2.7 MPS requests from Vendors to prepare proposals simply and economically. Provide a straightforward, concise description of the Vendor’s capabilities to satisfy MPS’s requirements. Emphasis should be placed on completeness and clarity of content. Vendors who do not intend to submit or complete a proposal, are to notify MPS in writing as soon as possible.

2.8 Vendors may modify their proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. MPS will not consider proposal modifications offered in any other manner, either oral or written. Vendor may not withdraw their proposal without cause after the proposal submission deadline.

2.9 Vendors are responsible for the costs of developing proposals, and shall not charge MPS for any preparation costs. 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.

2.10 MPS 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 MPS to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, MPS will not consider any of the participants of such collusion in this or future solicitations.

2.11 MPS will not consider a joint proposal submitted by two or more entities.

2.12 All proposals shall include the forms provided as attachments to this RFP. Vendors may copy these forms.

2.13 Vendors 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.

2.16 MPS representatives reserve the right to inspect a Vendor’s other food service operations prior to any award of a contract.

2.17 The paper copy must contain the original signature of the individual(s) authorized to bind the Vendor contractually and be labeled “Master Copy.”

2.18 Vendors should describe that they have sufficient accounting program, accounting documentation, internal controls and procedures to produce reports that identify the number and type of meals served, etc.

A. Vendors 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.

B. The sealed proposal envelopes must be marked legibly and addressed to: MPS Home Office Attention:
Hamro Boymatov at 13950 Milton Avenue Suite 200B, Westminister, CA 92683

SECTION THREE

EVALUATION PROCESS, CRITERIA & REQUIREMENTS

3.1 MPS may contact a Vendor to negotiate aspects of the proposal at MPS's discretion. MPS reserves the right to evaluate the proposal as submitted. MPS will select the highest scoring Vendor according to the criteria defined below. The Selection committee comprised may choose two "approved Vendor" to provide meals at all MPS campuses.

3.2 EVALUATION CRITERIA:

- RFP Compliance (10%): Proposals will be judged on the Vendor compliance to the RFP terms.
- Price (25%): Proposals will be judged primarily on the per-meal cost of food.
- Vendor Experience and Customer Service (25%): MPS seeks Vendors that have demonstrated a consistent record of high quality customer service to schools and experience with the National School Lunch Program (NSLP).
- Vendor Commitment to Provide Healthy Food Options (25%): MPS seeks proposals from Vendors that are committed to providing healthy food to students.
- Vendor Model to Increase Student Participation (15%): MPS seeks Vendors who will partner with schools to provide the benefit of school meals to the maximum number of students.
- Please note that incomplete bids or bids submitted after the bid submission date cannot be considered.

3.3 NSLP REQUIREMENTS:

How USDA Foods Support New Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch Program (NSLP) and School Breakfast Programs (SBP)"

- The Vendor's food service program must also meet the following criteria as well as the attached Nutritional School Lunch Program (NSLP) Standards in the tables below.
- NSLP/SBP compliant MEALS (all MEALS must be eligible for state and federal reimbursement).
- NSLP/SBP menu record keeping and planning necessary to receive reimbursements.
- All bids must indicate if milk will be provided with each MEAL and what type(s).
- All fresh foods prepared daily: no processed, fried, re-heated or packaged product MEALS.
- Organic and locally produced ingredients from small family farms used whenever possible.
- Hormone and antibiotic-free meats and dairy products.
- Fresh fruit(s) and/or vegetable(s) with every MEAL.
- No high-fructose corn syrup or trans-fat

National School Program Meal Patterns and Nutrient standards are attached below

National School Lunch Program Meal Pattern

Food Group	New Requirements	How USDA Foods supports new requirements
Fruits	<p>$\frac{1}{2}$ -1 cup of fruit per day</p> <p>Note:</p> <p>Students must select $\frac{1}{2}$ cup fruit or vegetable under OVS.</p> <p>Frozen fruits with added sugar can be Offered as outlined in SP-49-2013.</p> <p>Credit as volume offered except dried fruit counts as 2x volume.</p>	<p>USDA offers a wide variety of canned, frozen, fresh and dried fruits, which are low in sugar or have no added sugars.</p> <ul style="list-style-type: none"> • Canned fruits in extra light syrup. Applesauce is unsweetened, and also is available in shelf stable cups. • Frozen fruits – peaches, apricots, strawberries, unsweetened blueberries, unsweetened whole strawberries, and apple slices without added sugar. • Fresh sliced apples, whole apples for direct delivery or processing, fresh pears, fresh oranges; other direct delivery fresh produce available • Dried fruits include raisins, cherries, fruit mix (may include dried plums, apricots, fig pieces, dates, or cranberries)
Vegetables	<p>$\frac{3}{4}$ - 1 cup of vegetable per day</p> <p>Weekly requirement for:</p> <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (see 2010 Dietary Guidelines) • Refer to Food Buying Guide for Child Nutrition Programs 	<p>USDA offers a wide variety of low sodium canned, frozen and fresh vegetables and tomato products.</p> <ul style="list-style-type: none"> • Red/ Orange- Fresh baby carrots, frozen carrots, sweet potatoes (canned, fresh, frozen, bulk), tomato products • Dark green - frozen broccoli, frozen chopped spinach • Beans- canned and dry; bulk pinto and garbanzo beans for processing • Starchy vegetables- No salt added canned and frozen com, fat free potato wedges, low sodium canned and no salt added frozen peas. • Other – green beans (canned, frozen) • Other direct delivery fresh produce available through Fresh Fruits & Vegetable Programs
Meat/Meat Alternate	<p>Daily minimum and weekly ranges:</p> <p>Grades K-5: 1 oz. eq. min. daily (8-10 oz. weekly)</p> <p>Grades 6-8 : 1 oz. eq. min. daily (9-10 oz. weekly)</p> <p>Grades 9-12 : 2 oz. eq. min. daily (10-12 oz. weekly)</p> <p>Flexibility for additional servings as outlined in SP-26-2013</p>	<p>USDA offers a wide variety of nutrient-dense meat/meat Alternate products which are reduced or low sodium and lower in fat.</p> <ul style="list-style-type: none"> • Reduced-sodium mozzarella; light or part skim • Mozzarella string cheese, 1 oz. stick (pilot) • Reduced-fat shredded cheddar, reduced sodium/reduced fat American cheese • Lean meat, pork, poultry and fish products • Lower sodium pork ham, turkey ham, turkey breast deli, turkey taco filling • Lower sodium chicken fajita
Grains	<p>Daily minimum and weekly ranges:</p> <p>Grades K-5: 1 oz. eq. min. daily (8-9 oz. weekly)</p> <p>Grades 6-8 : 1 oz. eq. min. daily (8-10 oz. weekly)</p> <p>Grades 9-12 : 2 oz. eq. min. daily (10-12 oz. weekly)</p> <p>Refer to SP 02-2013.</p> <p>Flexibility for additional servings as outlined in SP-26-2013</p>	<ul style="list-style-type: none"> • Whole grain pastas (spaghetti, rotini, macaroni) • Whole grain tortillas • Whole grain pancakes • Whole wheat flour • Rolled oats • Regular and quick cooking brown rice • Whole kernel corn for further processing • Exploring whole white wheat/enriched flour blend specification • Exploring whole grain blend penne
Whole Grains	<p>SY 2013-2014, half of the grain servings must be whole grain rich. Beginning July 1, 2014, all grain products must be whole grain rich.</p>	<p>USDA Foods offers grain products that meet the whole grain criteria.</p>
Milk	<p>1 cup</p> <p>Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)</p>	

School Breakfast Program Meal Pattern

Food Group	New Requirements	How USDA Foods supports new requirements
Fruit	<p>1 cup per day (vegetable substitution allowed – see description in NSLP)</p> <p style="padding-left: 40px;">Note: Quantity required SY 2014-15. Students must also select 1/2 cup fruit Under OVS beginning SY 2014-15.</p>	<p>USDA offers a wide variety of canned, frozen, fresh and dried fruits, which are low in sugar or have no sugar added.</p> <ul style="list-style-type: none"> • Canned fruits in extra light syrup. Applesauce is unsweetened, and also is available in shelf stable cups. • Frozen fruits - peaches, apricots, strawberries, unsweetened blueberries, whole strawberries, and apple slices without added sugar. • Fresh sliced apples, whole apples for direct delivery or processing, fresh pears, fresh oranges; other direct delivery fresh produce available. • Dried fruits include raisins, cherries, (fruit-nut mix may include dried plums, apricots, and fig pieces, dates, or cranberries)
Grains	<p>Daily min. and weekly ranges for grains (meat/meat alternate substitution allowed after the daily grains minimum met):</p> <ul style="list-style-type: none"> • Grades K-5: 1 oz. eq. min. daily (7-10 oz. weekly) • Grades 6-8 : 1 oz. eq. min. daily (8-10 oz. weekly) • Grades 9-12 : 1 oz. eq. min. daily (9-10 oz. weekly) 	<p>USDA offers many whole grain products to help school meet the new requirements while meeting new nutrient targets:</p> <ul style="list-style-type: none"> • Whole grain tortillas • Whole grain pancakes • Whole wheat flour • Rolled oats • Regular and quick cooking brown rice • Whole Kernel corn for further processing <p>USDA offers a wide variety of nutrient dense meat/meat alternate products which are reduced or low sodium and lower in fat.</p> <ul style="list-style-type: none"> • Egg products; 5 lb. or 30 lb. cartons of liquid eggs • Reduced-fat shredded cheddar cheese • Reduced sodium and reduced fat American cheese • Shredded mozzarella; light or part skim • Mozzarella string cheese, 1 oz. stick (pilot) • Lean meats, poultry and fish products • Turkey ham, turkey deli breast • Chicken Fajita- lower sodium • Turkey taco filling – lower sodium
Whole Grains	<p>Beginning July 1, 2014, all grains must meet whole grain criteria.</p>	<p>USDA grain products meet the whole grain criteria and contain at least 50% whole grain.</p>
Milk	<p>1 cup Must be fat-free (unflavored/flavored) or 1% low fat (unflavored)</p>	

Nutrient Standards	New Standards Under Final Rule	How USDA Foods Supports New Requirements	
Sodium	Target I: SY 2014-15	USDA offers canned, frozen, and fresh vegetables, meat, poultry, pork, and cheeses with reduced or low sodium levels to help school meet the SY 14-15 target.	
	Lunch ≤1230mg (K-5) ≤1360mg (6-8) ≤1420mg (9-12)		Breakfast 540mg (K-5) ≤600mg (6-8) 640mg (9-12)
	Target 2: SY 2017-18		
	Lunch 935mg (K-5) ≤1035mg (6-8) ≤1080mg (9-12)		Breakfast 485mg (K-5) 535mg (6-8) 570mg (9-12)
	Final target: SY 2022-23		
Lunch 640mg (K-5) 710mg (6-8) 740mg (9-12)	Breakfast 430mg (K-5) 470mg (6-8) ≤500mg (9-12)	USDA will continue to dialog with industry to modify specifications for further reductions to meet subsequent targets.	
Saturated Fat	Saturated Fat <10% of total calories		USDA offers lean meats, poultry, fish, and reduced fat cheeses.
Trans Fat	New specification: zero grams per serving (nutrition label) Note: FDA allows products with less than 0.5 gm per serving to count as zero. Naturally-occurring trans-fat is exempted.		USDA Foods do not contain added <i>trans</i> fats. <ul style="list-style-type: none"> • Peanut & Sunflower butters • Vegetable oils • Potato products • Catfish strips. • Very little naturally occurring <i>trans</i> fats in beef and cheese
Calories	Daily Average Calorie Ranges (min and max) Only food-based menu planning allowed: Lunch: 550-650 (grades K-5) 600-700 (grades 6-8) 750-850 (grades 9-12) Breakfast: 350-500 (grades K-5) 400-550 (grades 6-8) 450-600 (grades 9-12)		USDA offers a wide variety of nutrient dense foods which are reduced or low in solid fats and added sugar, thus providing fewer discretionary calories.

3.4 PROPOSAL REQUIREMENTS:

- 6 one-week menus for each meal as an example of expected offerings. Offerings must be compliant with state and federal portion sizes and nutritional values. Weekly menu must demonstrate compliance with new NSLP meal pattern requirements (Calories, Trans Fats, Fruit and Vegetable servings, etc.)
- A copy of the Vendors current health permit for the facility at which meals will be prepared and food items stored.
- A list of clients served within the past five years (please include contact information and an indication of whether or not food was provided in accordance with NSLP or SBP guidelines). Only VENDORS with 2 to 4 years of experience servicing charter schools, school districts or private schools will be considered.
- Certificate of Independent Price Determination
- Proof of General Liability insurance
- Evidence of past experience and commitment to continue working with schools to incorporate Nutrition Education with both parents and students (sample of materials recently used are required). Only VENDORS with a strong track record of nutritional education with students and parents will be considered.
- Detailed plan to work with schools to track and improve student participation. Also include examples of recent work completed in this area including results from students' surveys.
- A copy of the Registered Dietitian credential status
- A detailed list of styles of service
- A detailed list of equipment MPS is required to have for the VENDORS style of service or a list of equipment provided by the Vendor (i.e. warming equipment, refrigerators).
- IF Vendor provides equipment then include manufacturer specs and electrical requirements
- Certificate of insurance
- Copy of the production kitchen HACCP Plan
- Copy of the county permit to operate
- Copy of the latest health inspection report
- Prepare, deliver, and serve meals compliant with National School Lunch Program (NSLP)/School Breakfast Program (SBP)/Child and Adult Food Care Program (CACFP) requirements as dictated by the United States Department of Agriculture (USDA) for reimbursable breakfast, lunch, snack, and supper as detailed in Attachment A Section 3. Should these nutrition guidelines change, Vendor should alter their menu planning accordingly to meet the most updated nutrition requirements for reimbursable meals.
- Vendors 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, nor for meal service that commences more than 10 minutes after the agreed upon time.
- Prepare, deliver, and serve meals in accordance with the foods safety guidelines of the appropriate governing health departments.
- Provide necessary food service equipment to prepare and serve meals, if school site does not have equipment.
- Provide and maintain records of NSLP/SBP/CACFP menus, planning, 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.
- Provide MPS with monthly menus covering meals to be served for the following month no later than one week prior to the end of each month.
- Deliver and serve meals to school locations at times specified by MPS.
- Provide plates, utensils, napkins, condiments, and covered containers if necessary along with meals. For schools that do not have adequate warming equipment, provide hot boxes/containers to keep food at the appropriate serving temperature.
- When requested by MPS, provide sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- All milk served to students must comply with Federal guidelines.
- Notify schools promptly (as soon as possible, ideally before the day of service) when order changes/delivery issues occur. After food preparation/service is complete, Vendor will clean general food service and preparation area (countertops, sweep floors, etc.). MPS janitorial staff will fully clean floors and empty trash receptacles.

SECTION FOUR

MPS/VENDOR GOALS, ROLES & RESPONSIBILITIES

4.1 MPS GOALS:

- MPS's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program, School Lunch Program and Snack Program. Additionally MPS strives to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable nonprofit food service program. General food service goals are as to:
- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult 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

4.2 MPS RESPONSIBILITIES:

- MPS will not pay for meals that are spoiled or unwholesome at time of delivery. MPS will select one "approved Vendors" using the criteria defined below in "Bid Evaluation Process" to provide meals at all campuses during the 14-15 academic year.
- MPS requests an option for "Breakfast in the Classroom", including a plan for implementation.
- MPS asks for the Vendor to provide documentation that Vendor will be compliant with new NSLP/SBP menu standards. Vendor must provide six (6) weekly menus that demonstrate compliance with new NSLP menu pattern requirements. Non-compliance will result in bid disqualification.
- MPS asks that Vendor assist, through meal packaging, in compliance with new requirements related to Offer vs. Serve
- MPS shall notify the Vendor of the number of sack lunches needed by the end of business day four days preceding the day that sack lunches will be required.
- MPS shall notify Vendor of the number of meals needed each week by the end of business Tuesday of the preceding week.
- MPS shall not pay for meals that are spoiled or unwholesome at time of delivery. This includes meals delivered outside of the safe temperature range.

4.3 VENDORS ROLE & RESPONSIBILITIES:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification by 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 Vendor discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify MPS of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, MPS shall not be entitled to additional compensation or time by reason of the error or its later correction.
- Vendor will provide the necessary utensils, napkins and condiments in sufficient quantity for the number of meals ordered.
- Vendor shall deliver meals to location(s) during a delivery window specified by MPS.
- Vendor shall be responsible for the condition or care of MEALS until they are delivered to the school.
- Vendor shall provide to MPS no later than two (2) weeks prior to the end of each month, a monthly menu covering the meals to be served for the following month. MPS staff shall have two (2) weeks to review and return to Vendor.
- When requested by MPS, the Vendor shall provide MPS with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- Vendor shall be responsible for maintaining the proper temperature of the breakfast, lunch, and/or snack components until they are delivered.
- Vendor shall maintain all necessary records on the nutritional components and quantities of the MEALS served at MPS and make said records available for inspection by State and Federal authorities upon request.
- Vendor shall maintain all necessary records pertaining to the receipt and use of USDA donated foods provided to the Vendor by MPS.
- Vendor shall assume all liability for proper use and protection of commodities and materials necessary to prepare the meals while they are stored at the preparation site.
- Vendor will guarantee that MPS is getting a price not more than VENDOR has offered to other clients under similar circumstances.
- Vendor will assist MPS in becoming compliant for additional meal reimbursement.
- Vendor will guarantee compliance with new meal pattern standards.
- Vendor is required to maintain and keep accounting and meal records for up to three years and provide access to such records as needed by MPS and/or MPS auditors. This provision is considered an audit provision such that MPS or MPS's designee, including MPS's independent auditors will be provided unrestricted access to the vendor's accounting, financial and meal records related to MPS as needed during the vendor's normal business/operating hours.

SECTION FIVE

OTHER REQUIREMENTS

5.1 Vendor/MPS additional responsibilities and requirements

MPS is responsible for preparing the RFP and all accompanying bid documents. Title 7 *CFR* sections 3016.60(b) and 3019.43, prohibit MPS from awarding a contract to any Vendor that prepared or had a significant role in developing the Request For Proposal, contract and related bid documents; e.g., a price quote, request for proposal, invitation to bid, and bid specifications. While schools have broad discretion in gathering information for use in connection with procurements, information from potential bidders, including contracts developed or provided by a Vendor, must be appropriately modified to develop tailored specifications; otherwise, these bidders must be excluded from competing for such procurements. Any action that diminishes open and free competition seriously undermines the integrity of the procurement process and may subject MPS to bid protests. Pursuant to 7 *CFR* 3016.36(b) (12), MPS must have protest procedures in place to handle and resolve disputes relating to their procurements and must, in all instances, disclose information regarding a protest to the CDE.

5.2 Recordkeeping Requirements

MPS is required to maintain appropriate records for procurement transactions occurring in connection with the Child Nutrition Programs. Title 7 *CFR* parts 3016, 3019, 210.9(b)(17), and the terms of the child nutrition program agreements require both the CDE and MPS to retain program-related records for a period of three years from the day a MPS's final allowable payment under the contract has been recorded. This is true regardless of whether the final payment is recorded prior to the expiration of the contract or subsequent to the expiration date.

When a procurement contract is continued or renewed at annual or other intervals, the retention period for the records of each contract period starts on the day the final payment is recorded in connection with the final renewal.

Actions such as bid protests, litigation, and audits may result in an extension of this three-year period. In all such cases, the records must be retained until: (1) three years beyond the completion of the action and resolution of all issues arising from it; or (2) the expiration of the regular three-year period, whichever occurs later.

Adequate procurement methods are a prerequisite for receiving funds. If records generated during the performance of the award do not demonstrate compliance with applicable procurement requirements, several possible penalties may follow such as disallowance of costs, annulment or termination of award, issuance of a stop work order, debarment or suspension, or other appropriate remedies. Examples of records include:

- A written rationale for the method of procurement
- A copy of the Request for Proposal or the Invitation For Bid
- The basis for selection of the contract type (fixed price or cost reimbursable)
- The bidding and negotiation history
- The basis for contractor selection
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained
- The basis for award cost or price
- The terms and conditions of the contract
- Any changes to the contract and negotiation history
- Billing and payment records
- A history of any contractor claims
- A history of any contractor breaches
- Lack of prior CDE approval for all contracts and supporting documents

ATTACHMENT A
Vendor Bid Template 2014

Vendor Name:

Email:

Telephone: Describe the cost model on a Cost per Meal basis. Attach additional pages as needed.

Option (describe option or tiered pricing structure)	Breakfast Cost	Lunch Cost	Snack Cost

Describe how the VENDOR will become compliant with new NSLP meal pattern requirements. Please reference submitted weekly menus, etc.

Describe how the VENDOR will assist the School in meeting the Offer vs. Serve requirements (packaging methods, etc.).

Describe how the VENDOR will reduce the administrative burden of the MPS staff.

Describe the process or model that the VENDOR will use to eliminate waste in the Food Service Program.

Describe the process or model that the VENDOR will use to increase student participation in the Food Service Program.

Describe any additional services or products the VENDOR is offering.

Vendor Authorized Signature

Date

CERTIFICATE OF INDEPENDENT PRICE

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, Section 3017.510, for **prospective** participants in primary covered transactions, as defined at 7 CFR Part 3017.200:

The contractor certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

Contractor/Company Name

PR/Award Number or Project Name

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

Both the school food authority and Vendor shall execute this Certificate of Independent Price Determination.

Name of Vendor

Name of Sponsor

By submission of this offer, the offeror (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;
- (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:

- (4) 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
- (5) 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:

Signature of Vendor's
Authorized Representative

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

Date

Signature of Sponsor's
Authorized Representative