# Request for Proposal

# Vended Meal Service Contract 2025-2026

**FOR** 

Great Valley Academy 3200 Tully Road Modesto CA, 95350

> Proposals Due: June 25, 2025

#### **Notice of Request for Proposals**

#### **Vended Meal Company**

Notice is hereby given that Great Valley Academy (hereinafter referred to as **SFA**) is requesting proposals for a Vended Meal Company (hereinafter referred to as **Respondents**) to provide meals to the SFA's food service program.

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

The Request for Proposal documents are available at Great Valley Academy's website at www.greatvalleyacademy.com

To request the RFP documents by e-mail or postal mail, please contact Kasie Jones

email: k.jones@greatvalleyacademy.com
Postal mail: Kasie Jones 3200 Tully Road Modesto, CA 95350

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

#### **RESPONSE DATE AND DELIVERY**

Respondents should submit proposals by **4:00 pm June 25, 2025.** Respondents may submit proposals in the following ways:

1. A sealed package labeled as shown in the example below:

RFP Vended Meal Company- [Insert Vendor Name Here]

Attn: Kasie Jones 3200 Tully Road Modesto, CA 95350

2. Via email with subject line as shown in the example below:

RFP Vended Meal Company- [Insert Vendor Name Here]

email: k.jones@greatvalleyacademy.com.

The SFA will accept all proposals received on or before June 25, 2025 by 4:00 pm. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on June 26, 2025.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA.

Any questions or concerns should be addressed to Kasie Jones at k.jones@greatvalleyacademy.com no later than June 6, 2025.

#### **PURPOSE**

The purpose of the RFP is to enter into a fixed price contract with a Vended Meal Company (Respondent) that will provide Great Valley Academy (SFA) meals for their food service operation. The Vended Meal Company will provide services to the SFA as described in the Scope of Work.

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

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate student participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- · Maintain student and staff morale at a high level

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

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

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

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

To be competitive in this solicitation, the Respondent must:

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

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

#### **Schedule of Events**

•	Release of RFP	May 12, 2025
•	First Public Notice	May 12, 2025
•	Second Public Notice	May 23, 2025
•	Respondent Question Submission Deadline	June 6, 2025
•	SFA Provides Answers	June 13, 2025
•	Deadline for Submission of Sealed Proposals	June 25, 2025
•	Proposals Opened	June 26, 2025
•	Proposals Evaluated	June 27, 2025
•	Anticipated Contract Award Date	June 30, 2025

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at the school's website, www.greatvalleyacademy.com

#### **SCOPE OF WORK**

The vendor will supply meals to Great Valley Academy, hereafter referred to as "SFA", that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program and School Breakfast Program. The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their proposal a copy of the current state and local health certifications.

#### **GENERAL VENDOR RESPONSIBILITIES**

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- f. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than **four (4) weeks prior** to the end of each month.
- g. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- i. The vendor shall participate in advisory boards, as applicable.
- j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

#### **GENERAL SFA RESPONSIBILITIES**

a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.

- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a monthly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

#### **EQUIPMENT**

- a. The SFA shall provide equipment to hold and serve the meals. The **Equipment Attachment** lists the current equipment the SFA owns.
- b. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten days of its placement on SFA premises.
- c. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendorowned property and equipment within a timely manner and without damage to SFA facilities.

#### PACKAGING REQUIREMENTS

- a. Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135oF.
- b. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

#### **DELIVERY REQUIREMENTS**

- a. Meals must be delivered in accordance with the approved menu cycle.
- b Delivery slips must contain:
- Time and temperature of departure from vendor's site including drivers' signature

- Meal items and portions
- Time of delivery
- Number of meals delivered
- The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on **Site Data Attachment**, or as otherwise stated in this Contract.
- h. All refrigerated food shall be delivered at an internal temperature of 40° F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 135° F or above.

#### **General Instructions for Respondents**

- Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
- 2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
- 3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
- 4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
- 5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
- 6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
- 7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7[d][2][i], if applicable).
- 8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
- 9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on www.greatvalleyacademy.com and sending an email. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
- 10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
- 11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

- 12. The SFA will not consider a joint proposal submitted by two or more entities.
- 13. 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.
- 14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
- 15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
- 16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
- 17. Respondents may submit their questions regarding the information presented in this RFP to Kasie Jones, k.jones@greatvalleyacademy.com, 209-576-2283 (phone) 209-576-2838 (fax), no later than June 6, 2025. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
- 18. SFA representatives reserve the right to contact a Respondent's references prior to any award of a contract.
- 19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the RFP, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from the Respondents.
- 20. Respondents shall submit one (1) paper copy and one (1) electronic copy emailed to k.jones@greatvalleyacademy.com
  - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
  - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
  - c. The sealed proposal envelopes must be marked legibly with the title, the SFA name and address, as shown in the following example:

Request for Proposal- Meal Vendor Kasie Jones

#### 3200 Tully Road Modesto CA 95350

#### **Proposal Requirements**

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

Section	Title
A.	Cover Letter
B.	Attachments Checklist
C.	Minimum Qualifications
D.	Proposal Questionnaire
E.	Respondent References
F.	Authorization Agreement
G.	Fee Proposal
H.	Certifications
l.	Permits
J.	Certificate of Independent Price Determination
K.	21 Day Cycle Menu

#### A. Cover Letter

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

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (Note: The Respondent cannot consider the entire proposal to be proprietary)

 A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP

#### • The following certification:

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

#### **B. Attachments Checklist**

The Respondent shall include all documents identified in the Attachments Checklist (Attachment A). The SFA may reject proposals that do not include the proper required attachments.

#### C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C) to the SFA's satisfaction.

#### D. Proposal Questionnaire

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

#### E. Respondent References

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

#### F. Authorization Agreement

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

#### G. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment F) and return it with the proposal package.

#### H. Certifications

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

#### I. Permits

The Respondent must submit all permits required by the California Retail Code and local requirements, including a health permit, in the Respondent's name.

## J. Certificate of Independent Price Determination

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

## K. 21-Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

#### **Evaluation of Proposals**

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

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

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

Proposal Criteria				
Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total Pts
5	Financial Stability	Three years of profitable financial performance	Provide copies of company financial statements for past three years	
5	Innovative Meal Programs	Vendor must have experience in serving non-traditional schools with various on-site programs	References	
5	Vended Meal Capabilities	Vendor must have appropriate transportation in working order for meal deliveries	Proof of transportation	
10	Longevity in School Food Service Industry	At least 80% of contracts renewed in the last three years	Documentation of all contracts lost over the past three years	
10	K-8 Experience in food vending	A minimum of five years in K-12 food vending	Documentation of experience as outlined in company history	

10	Online Meal Ordering System	Vendor must have a no cost added software program that allows SFA to make meal orders efficiently	Sample menu ordering included in response	
15	References	Vendor must provide at least three customer references	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information	
15	Healthy Food Standards	Vendor must be able to meet all healthy food standards outlined in Section 20 with fresh meals delivered daily	Must be able to demonstrate ability to meet all requirements	
25	Cost	Price per meal is under the reimbursement rates		

All proposals will be scored using each criteria listed above. The score will be added together, resulting in a point total. The highest total points will be awarded the proposal.

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score of 100 to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

#### **Attachments**

# Attachment A Attachments Checklist

Responde	ent Company Name	)

Please complete this checklist to confirm that the required attachments listed below are included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. . For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
A	Attachments Checklist
B	Minimum Qualifications
C	Proposal Questionnaire
D	Respondent References
E	Authorization Agreement
F	Fee Proposal
G	Cost Analysis
Н	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
1	Certificate of Independent Price Determination
J	21-Day Cycle Menu (Include)

# Attachment B Minimum Qualifications

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

As of May 9, 2025 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1.	The Respondent has at least 5 years of experience with food service programs.		
		Yes	No
2.	The Respondent has the resources and ability to provide 1 breakfasts per fiscal year.	70,000 lunches	and 160,000
		Yes	No
3.	The Respondent has knowledge and experience with the Nerogram, School Breakfast Program and Seamless Summ		_unch
		Yes	No
4.	The Respondent has professional references that demons to perform the required services.	trate and eviden	ce the ability
		Yes	No
5.	The Respondent is licensed to do business in the state of	California.	
		Yes	No
6.	The Respondent has obtained all necessary permits, in the including a health permit, as required by the California Ret	•	ame,
		Yes	No

# Attachment C Proposal Questionnaire

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

- 1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
- 2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing meal vendor and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food vendor services.
- 3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
- 4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
- 5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
- 6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
- 7. Provide a description of promotional and marketing materials you will use to attract students to the program.
- 8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

# Attachment D Respondent References

List three references to which the Respondent has provided meal vendor services within the past 5 years.

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

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided	1	1

Dates of Service

# Attachment E Authorization Agreement RFP for Meal Vendor

We	e,, (MEAL VENDOR NAME), by our signature on this document					
	certify the following:					
1.	That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.					
2.	That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.					
3.	That the proposal submitted is a firm and irrevocable offer good for one year.					
4.	That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Great Valley Academy.					
5.	That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Great Valley Academy.					
6.	That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.  Meal Vendor Name:					
	Address:					
	City: State: Zip:					
	E-mail Address:					
	Web Site Address:					
	Name of Authorized Representative:					
	Title of Authorized Representative:					
	Signature of Authorized Representative					
	Date Signed:					

# Attachment F Fee Proposal

## **COST PER MEAL**

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

Cost is based on 170,000 lunches and 160,000 breakfasts annually.

LINE ITEM	UNITS	RATE	TOTAL
Breakfast	890	\$	\$
Lunch	940	\$	\$
TOTAL	1830	\$	\$

# Attachment G Cost Analysis

Cost-Analysis Pursuant to 2 CFR Part 200.324, all prospective food service vendors upon request by the Sponsor shall be required to provide a written cost-analysis prior to submitting their finalized proposal. The cost-analysis shall a breakdown of the costs for each individual element that taken together shall make up the contract price. At a minimum, the cost-analysis shall include separate line items for costs pertaining to direct labor, fringe benefits, overhead (indirect costs), materials, fuel and other logistics.

# Attachment H Certification Regarding Lobbying

#### The undersigned certifies, to the best of their 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	

# **Disclosure of Lobbying Activities**

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

Type of Federal Action:	2. Status of Federal Action:		3. Report Type:		
□ contract	□ proposal/offer/application		☐ initial filing		
□ grant	☐ initial award		☐ material change		
☐ cooperative agreement loan	□ post-award		For material change only:		
☐ loan guarantee			YearquarterDat		
□ loan insurance			e of last report		
4. Name and Address of Reportir	ng Entity:	5. If Reporting Entity in No. 4 is Subawardee,			
Prime Subaward	20	Enter Name	Enter Name and Address of Prime:		
Tier,					
,					
		Congressiona	al District, if known:		
Congressional District, if known:		Congressional District, ii known.			
,					
6. Federal Department/Agency:		7. Federal Program Name/Description:			
		CEDA Numi	per, if applicable:		
8. Federal Action Number, <i>if kn</i>	own:		nount, if known:		
o. i odoral Addon Palibol, II Allowii.		\$	,		
10a Name and Address of Lobb	ovina Registrant	-	als Performing Services (including		
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		10b. Individuals Performing Services (including address if different from No. 10a)			
, , , , , , , , , , , , , , , , , , , ,	, ,	(last name, f	irst name, MI):		

11. Information requested through this form is	
authorized by title 31 U.S.C. section 1352.	Signature: Print Name: Title: Telephone
This disclosure of lobbying activities is a	No.:Date:
material representation of fact upon which	
reliance was placed by the tier above when	
this transaction was made or entered into.	
This disclosure is required pursuant to 31	
U.S.C. 1352. This information will be reported	
to the Congress semi-annually and will be	
available for public inspection. Any person who	
fails to file the required disclosure shall be	
subject to a civil penalty of not less	
than \$10,000 and not more than \$100,000 for	
each such failure.	
Federal Use Only	Authorized for Local Reproduction
	Standard Form - LLL (Rev. 7-97)

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

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

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

#### Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

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

Contractor/Company Name
Award Number, Contract Number, or Project Name
Award Number, Contract Number, or Project Name
Name(s) and Title(s) of Authorized Representatives
Signature(s)
Date:

# Attachment I Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent	

- A. By submission of this offer, the offeror (Respondent/FSMC) 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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a proposal opening (in the case of a sealed proposal solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each signature on the offer is considered to be a certification by the signatory that the signatory:
  - 1. Is the person in the offeror's organization responsible for determining the prices being offered in this proposal or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
  - 2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
    - Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this proposal or proposal, and the title of their position in the offeror's organization.
- (ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of FSMC's	Title	Date	
Authorized Representative			

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

# Attachment J 21-Day Cycle Menu

#### Menu Specifications

Respondent must submit a sample breakfast and lunch menu for one 21-day period, based on the USDA food specifications as shown on the **Food Specifications Attachment**.

SFA will examine the sample menu on three criteria

- 1) meal nutrition
- 2) meal variety
- 3) menu compliance

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

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

Menu compliance: SFA will examine whether Respondents provide meals that are compliant with the USDA meal pattern requirements, state/federal portion sizes and state/federal nutritional values, as shown on the Food Specifications Attachment.

#### **Site Data Attachment**

#### **School Locations**

Contact Person First and Last Name		Title				
Kasie Jones			Program Manager			
Street Address			City	State	Zip	
3200 Tully Road			Modesto	95350		
Phone Area Code/No. Fax Area Code/No E			mail Address			
209-576-2283 209-576-2838			k.jones@greatvallevacademy.com			
Contact Person First and Last Name			Title			
Kasie Jones			Program Manager			
Street Address			City	State	Zip	
5901 Sisk Road			Modesto	CA	95356	
Phone Area Code/No.	Fax Area Code/No	F	mail Address			
Priorie Area Code/No.	rax Area Code/No		man man ooo			

# **Free and Reduced Meal Populations**

School	Enrollment	Free/Reduced Lunch %
Modesto	970	40%
Salida	927	30%

<sup>\* \*</sup>These numbers are based on full enrollment as of October 2 for the 2024 school year. There is no guarantee these numbers will be met.

# **Equipment Attachment**

# **Current Equipment Owned by SFA**

Each school location has the following equipment:

- 3- Retherm Ovens
- 2- Flip Top Milk Coolers (capacity of 12-16 crates each)
- 2 68" Solid Door Roll-In Refrigerators
- 1- Solid Double Door, Reach-In Refrigerator
- 3- 27" Solid Door, Reach-In Refrigerator

#### **Food Specifications Attachment**

#### School Breakfast Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12		
Meal Components	Amount of Food <sup>1</sup> per Week				
	(m	inimum per d	lay)		
Fruits (cups) <sup>2</sup>	5(1)	5 (1)	5(1)		
Vegetables (cups) <sup>2</sup>	0	0	0		
Dark Green Subgroup	0	0	0		
Red/Orange Subgroup	0	0	0		
Beans, Peas, and Lentils	0	0	0		
Subgroup					
Starchy Subgroup	0	0	0		
Other Vegetables Subgroup	0	0	0		
Grains or Meats/Meat Alternates (oz.	7-10(1)	8-10(1)	9-10(1)		
$eq)^3$					
Fluid Milk (cups) <sup>4</sup>	5(1)	5(1)	5(1)		
Dietary Specifications: Daily Amoun	t Based on the Average for a 5-Day Week <sup>5</sup>				
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600		
Saturated Fat (% of total calories)	<10	<10	<10		
Added Sugars (% of total calories)	<10	<10	<10		
Sodium Limit: In place through June	≤540 mg	≤600 mg	≤640 mg		
30, 2027			,		
Sodium Limit: Must be implemented	<485 mg	≤535 mg	≤570 mg		
by July 1, 2027					

1 Food items included in each group and subgroup and amount equivalents. 2 Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section. 3 Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched. 4 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or lowfat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section. 5 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12			
Meal Components	Amount of Food <sup>1</sup> per Week					
	(minimum per day)					
Fruits (cups) <sup>2</sup>	2 1/2 ( 1/2 )	2 1/2 ( 1/2 )	5 (1)			
Vegetables (cups) <sup>2</sup>	3 3/4 ( 3/4 )	3 3/4 ( 3/4 )	5 (1)			
Dark Green Subgroup <sup>3</sup>	1/2	1/2	1/2			
Red/Orange Subgroup <sup>3</sup>	3/4	3/4	1 1/4			
Beans, Peas, and Lentils Subgroup <sup>3</sup>	1/2	1/2	1/2			
Starchy Subgroup <sup>3</sup>	1/2	1/2	1/2			
Other Vegetables Subgroup <sup>3 4</sup>	1/2	1/2	3/4			
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 1/2			
Grains (oz. eq.) <sup>5</sup>	8-9(1)	8-10(1)	10-12 (2)			
Meats/Meat Alternates (oz. eq.) <sup>6</sup>	8-10(1)	9-10(1)	10-12 (2)			
Fluid Milk (cups) <sup>7</sup>	5 (1)	5 (1)	5 (1)			
Dietary Specifications: Daily Amou	nt Based on the A	verage for a 5-D	ay Week 8			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850			
Saturated Fat (% of total calories)	<10	<10	<10			
Added Sugars (% of total calories)	<10	<10	<10			
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg			
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg			

1 Food items included in each group and subgroup and amount equivalents. 2 Minimum creditable serving is 1/8 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength. 3 Larger amounts of these vegetables may be served. 4 This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section. 5 Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter,

and the remaining grains items offered must be enriched. 6 Minimum creditable serving is 0.25 oz. eq. 7 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section. 8 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.